

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Public Schools, Office of Contract and Acquisitions, on behalf of the Office of the Chief Academic Officer, Office of Youth Engagement, is seeking multiple Hearing Officers to perform the following duties and responsibilities:

Serve as an impartial, expert decision maker with responsibility for rendering decisions on highly sensitive matters affecting the educational rights and privileges of students.

Obtain records, testimonies and other evidence presented by the DCPS and students/parents who may be represented by their legal counsel and/or professional agent.

Ensure that all cases are accorded due process, and that the hearings are held in a fair and impartial manner as prescribed by the laws.

B.2. TYPE OF CONTRACT AND AWARD

B.2.1 The District contemplates multiple awards of a Requirements Type Contracts for this RFP.

B.2.2 The District will purchase its requirements of the articles or services included herein from the contractors. The estimated quantities stated herein reflect the best estimates available. The estimates shall not be construed as a representation that the estimated quantities will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the contractors by the District or to relieve the contractors of their obligation to fill all such orders.

B.2.3 Delivery or performance shall request for services only as authorized in accordance with the Ordering Clause, (G.1). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under the contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required services from another source.

B.2.4 There is no limit on the number of orders that may be issued. The District may issue requests for service to multiple destinations or performance at multiple locations.

B.2.5 Any order issued during the effective period of the contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and the District's right and obligations during the contract's effective period; provided that the contractor shall not be required to make any deliveries under the contract after the end date of the contract.

B.3 PRICE SCHEDULE

DCPS anticipates conducting an estimated 1700 hearings per year, including student discipline (suspension and expulsion), residency, involuntary transfer, interscholastic athletics and any other hearings that must be conducted by an impartial hearing officer under District law. However, no single vendor will be awarded that amount of hearings. DCPS anticipates making multiple awards to several vendors. DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

If the parent/guardian or student representative fails to appear for a scheduled hearing, the Hearing Officer shall be paid one half (1/2) of the contracted for hearing price. The Hearing Officer shall remain at the hearing site for the full time of the originally-scheduled hearing. Offerors must provide with their proposal, an estimated amount of hearings they can provide, and the price per hearing, using the tables below. See Section L.2 for general instructions for submitting price proposals.

B.3.1 Base Year (SY 2011-2012): Hearing Officers

Contract Line Item No (CLIN)	ITEM Description	Unit Price Per Hearing	Est. No. of Hearings per Year based upon Offeror's Capacity (200-500)	Total
0001	Student Hearing			

B.3.1.1 DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

B.3.2 Option Year One (SY 2012-2013): Hearing Officers

Contract Line Item No (CLIN)	ITEM Description	Unit Price Per Hearing	Est. No. of Hearings per Year based upon Offeror's Capacity (200-500)	Total
0001	Student Hearing			

B.3.2.1 DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

B.3.3 Option Year Two (SY 2013-14): Hearing Officers

Contract Line Item No (CLIN)	ITEM Description	Unit Price Per Hearing	Est. No. of Hearings per Year based upon Offeror's Capacity (200-500)	Total
0001	Student Hearing			

B3.3.1 DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

B.3.4 Option Year Three (SY 2014-15): Hearing Officers

Contract Line Item No (CLIN)	ITEM Description	Unit Price Per Hearing	Est. No. of Hearings per Year based upon Offeror's Capacity (200-500)	Total
0001	Student Hearing			

B.3.4.1. DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

B.3.5 Option Year Four (SY2015-2016): Hearing Officers

Contract Line Item No (CLIN)	ITEM Description	Unit Price Per Hearing	Est. No. of Hearings per Year based upon Offeror's Capacity (200-500)	Total
0001	Student Hearing			

B.3.5.1 DCPS estimates that one hearing officer could conduct 200-500 hearings per school year based upon a three-day-per-week schedule. Offerors should estimate the number of hearings they can provide per school year based upon their own capacity.

B.4 NOT-APPLICABLE: If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of the contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror

intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

DCPS provides due process hearings to students to ensure compliance with District law, including, but not limited to the District of Columbia Municipal Regulations (DCMR), Title 5- Chapters A50, E20, E21, B24, B25, and E27 as well as DC Official Code §§ 38-201, et seq., 38-231, et seq., and 38-301, et seq. Copies of these or any other applicable provisions of District law may be obtained by contacting the DCPS Office of Contracts and Acquisitions.

Hearing Officers shall ensure that students are able to exercise their civil rights by having the law applied in a timely and consistent manner.

DCPS is responsible for responding to student cases in a timely manner, and for using the hearing process with efficacy. Hearing Officers are being requested to manage and address each student's case in an efficient and timely manner, and as defined in the DCMR procedures and regulations.

The Hearing Officer shall provide services as an impartial due process decision maker on the following types of hearing for DCPS: student discipline (suspension and expulsion), residency, involuntary transfer, interscholastic athletics, and any other hearings that must be conducted by an impartial hearing officer under District law. The majority of the hearings relate to student discipline.

C.2 APPLICABLE DOCUMENTS

The following documents and those listed in Section J hereof are applicable to this procurement and are hereby incorporated by reference:

Item No.	Document Type	Title
1	District Law Admission	DCMR Title 5 Chapter E20
2.	District Law Student Residency	DCMR Title 5 A50; DC Official Code § 38-301, et seq.
2	District Law Attendance and Transfers	DCMR Title 5 Chapter E21; DC Official Code § 38-201, et seq.; DC Official Code § 38-231, et seq.
3	District Law Student Rights and Responsibilities	DCMR Title 5 Chapter B24
4	District Law Student Discipline	DCMR Title 5 Chapter B25
5	District Law Interscholastic Athletics	DCMR Title 5 Chapter B27

C.3 DEFINITIONS

The following term when used in this RFP have the attached meanings:

Central Office- DCPS Central Office located at 1200 First Street NE, Washington DC 20002

Deliverables – a project management term for the services that will be rendered during the term of the contract

Determinations – the act or instance of making a decision during the hearing process.

Findings – a decision rendered after the inquiry during the hearing process.

Hearing- an administrative due process proceeding under federal and district law and regulation at which disagreements between parents, guardian or adult student, and local educational agencies (LEAs) are decided by a hearing officer within specific timelines.

Hearing Officer – an independent contractor for DCPS who is knowledgeable of the law and conducts administrative hearings.

C.4 SCOPE:

The Hearing Officer shall provide services as an impartial due process decision maker on the following types of hearing for DCPS: student discipline (suspension and expulsion); residency; involuntary transfer; interscholastic athletics; and any other hearings that must be conducted by an impartial hearing officer under District law. The majority of hearings relate to student discipline.

The Hearing Officer must understand and comply with all generally applicable educational laws, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act (IDEA), Gun-Free School Zones Act, and the Family Educational Rights and Privacy Act (FERPA).

Please see Section L.2 for general proposal submission instructions.

C.4.1 HEARING OFFICER QUALIFICATIONS

The minimum qualifications for a hearing officer are as follows:

C.4.1.1 Bachelor's degree

C.4.1.2 Knowledge of municipal, federal and educational laws, including the Laws identified in C.2 (DCMR, Title 5 - Chapters A50, E20, E21, B24, B25, and E27) and all generally applicable educational laws, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act (IDEA), Gun-Free School Zones Act, and the Family Educational Rights and Privacy Act (FERPA).

- C.4.1.3 Expertise in facilitation
- C.4.1.4 Analytical skills
- C.4.1.5 Background and experience in education, psychology and/or legal areas

See Section L.2 for additional information about qualifications.

C.4.2 HEARING OFFICER REQUIREMENTS

- C.4.2.1 The Hearing Officer shall be required to attend up to five (5) full days of specific, job-related professional development provided by DCPS without additional compensation.
- C.4.2.2 The Hearing Officer shall examine and review relevant documentation and conduct hearings as scheduled by DCPS.
- C.4.2.3 The Hearing Officer shall render decisions based upon review of relevant documentation and testimony, provide deliverables within one (1) school day of the conclusion of a hearing in all matters and must adhere to all applicable District laws and administrative directives of DCPS.
- C.4.2.4 The Hearing Officer shall be fair, independent and impartial, with no personal or professional interest which would conflict with the objective processing of any assigned hearing. The Hearing Officer must disclose to DCPS any information about any assigned hearing which may impact the Hearing Officer's ability to be impartial. In such cases, the Hearing Officer shall be recused from presiding over the assigned hearing.
- C.4.2.5 The Hearing Officer shall comply with DCPS standards of confidentiality (including those described in FERPA) and professional practice and conduct hearings with respect and integrity.
- C.4.2.6 The annual estimated total number of hearings for DCPS shall be 1700, distributed approximately as follows: 1650 student discipline; 30 residency; 10 involuntary transfers; 5 interscholastic athletics; 5 other hearings that must be conducted by an impartial hearing officer under District law. DCPS anticipates awarding multiple contracts to multiple Hearing Officers that will total 1700 hearings; each individual Hearing Officer will be assigned cases that contribute to the overall total.
- C.4.2.7 The Hearing Officer shall be advised via e-mail that hearings will be scheduled by DCPS. DCPS shall give a minimum of 24 hours notice of scheduled hearings to the Hearing Officer; provided, however, shorter notice may be given for hearings needing coverage due to another Hearing Officer's unscheduled emergency absence. The Hearing Officer shall use email to receive and respond to DCPS scheduling.

- C.4.2.8 The Hearing Officer shall be flexible as DCPS anticipates scheduling multiple hearings per Hearing Officer per day and there is no guarantee as to the number of cases that may be assigned.
- C.4.2.9 If the parent/guardian or student representative fails to appear for a scheduled hearing, the Hearing Officer shall be paid one half (1/2) of the contracted for hearing price. The Hearing Officer shall remain at the hearing site for the full time of the originally-scheduled hearing. DCPS shall notify the Hearing Officer as soon as practicable if a cancellation occurs before a scheduled hearing.
- C.4.2.10 The Hearing Officer shall be available to conduct hearings on school days during the school year (excluding school holidays).
- C.4.2.11 The Hearing Officer shall be available for at least 3 days each week to preside over hearings assigned by DCPS. Any offeror submitting a proposal under this solicitation must adhere to the mandatory requirement. The Hearing Officer shall notify DCPS of changes in schedule at least two weeks in advance. The Hearing Officer shall immediately notify DCPS in cases of unscheduled emergency absences.
- C.4.2.12 The Hearing Officer shall make a cancellation with DCPS at least four (4) hours in advance of a scheduled hearing.
- C.4.2.13 The Hearing Officer shall travel to DCPS sites or to the DCPS Central Office to conduct the hearings and comply with contractual timelines, including but not limited to, rendering decisions written in accordance with the law. The majority of hearings take place in schools. DCPS shall provide notice of the hearing location at the time of scheduling the hearing. DCPS does not reimburse for travel expenses.
- C.4.2.14 The Hearing Officer shall deliver typed, electronic summaries of hearings to DCPS within one school day, in accordance with the law. DCPS shall provide the reporting format. The Hearing Officer shall make an official electronic audio recording of the hearing, which shall constitute the official record thereof. DCPS shall provide the electronic recording device. Currently, hearing officers submit deliverables via electronic mail.
- C.4.2.15 DCPS anticipates that during SY2011-12, Hearing Officers will upload deliverables to a web-based application. As this change occurs, the Hearing Officers shall submit their deliverables from a location with access to the DCPS network. DCPS shall provide training on the use of the web-based application.
- C.4.2.16 The Hearing Officer shall be proficient in using web-based programs, using electronic audio recorders, and uploading electronic files.
- C.4.2.17 The Hearing Officer shall submit a monthly invoice in a timely manner for services rendered to DCPS. DCPS shall provide the appropriate procedures for invoicing.

C.4.3 STUDENT HEARING PROCEDURES

The procedures for student hearings shall be conducted according to the DCMR Title 5, Chapter B25.

- C.4.3.1 The Hearing Officer shall conduct student hearings at a time and place designated by DCPS that is reasonably convenient to the student and parent or guardian. Long term suspension hearings generally occur at the school. All other hearings generally occur at the DCPS Central Office.
- C.4.3.2 The hearing shall be closed to the public unless the parent or guardian or adult student requests an open hearing.
- C.4.3.3 The student shall have a right, but shall not be required, to have a representative or legal counsel, selected by the parent or guardian or adult student.
- C.4.3.4 The student, parent or guardian or representative shall have the right to question any witness or challenge any documentary evidence.
- C.4.3.5 The parent or guardian or adult student shall have the opportunity to present testimony and documentary evidence, including the opportunity to call any witness to present testimony relevant to the disciplinary action or other school system recommendation. The right to call witnesses shall include the right to require the presence of any involved school official.
- C.4.3.6 It shall be the burden of the DCPS to show by a preponderance of the evidence that the student did commit the infraction(s) upon which the disciplinary action is based.
- C.4.3.7 The Hearing Officer shall ensure that all due process procedures have been followed or waived.
- C.4.3.8 The Hearing Officer may question any witness or party and shall examine all documentary evidence.
- C.4.3.9 The hearing shall not be conducted according to the rules of evidence. However, the hearing officer may exclude any testimony or evidence that is irrelevant or repetitive.
- C.4.3.10 The Hearing Officer shall ensure that the hearing is conducted in a fair and orderly manner, and shall give the authority to exclude any party or other person from the hearing on the grounds of substantial interference or obstruction of the orderly hearing process.
- C.4.3.11 The Hearing Officer shall make an official electronic audio recording of the hearing, which shall constitute the official record thereof. Upon request, a copy of the recording shall be made available to the parent or guardian, adult student or representative and the local school principal. This provision shall not preclude a parent or guardian or representative from also recording or transcribing the hearing at his or her expense.

C.4.4 HEARING OFFICER FINDINGS AND DETERMINATIONS

- C.4.4.1** Within one (1) school day of the conclusion of a hearing, the Hearing Officer shall issue a written recommendation which shall include the following:
- a. A statement of the facts, as determined from the testimony and evidence presented at the hearing;
 - b. A conclusion as to whether the required due process procedures have been properly followed or waived;
 - c. A conclusion as to whether the facts support the recommended school administrative action; and
 - d. A determination regarding the appropriateness of the proposed disciplinary action or an order for a modification thereof, including consideration of the factors enumerated in 5-B DCMR § 2500.8, and explicit justification for any recommended modification.

SECTION D: PACKAGING AND MARKING (Intentionally Omitted)**SECTION E: INSPECTION AND ACCEPTANCE (Intentionally Omitted)****SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the awarded contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the contractor before the expiration of the contract; provided that the District will give the contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option exercise. The contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of the contract, including the exercise of any options, shall not exceed five years.

F.3 DELIVERABLES

The contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.10 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Written recommendation	1 per hearing	Format: electronic method of delivery: electronic mail or uploaded to web-based application	24 hours or the next school day
002	Audio file	1 per hearing	Format: electronic method of delivery: electronic mail or uploaded to web-based application	24 hours or the next school day

F.3.1 The contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor shall not be paid pursuant to section G.2.

F.4 PERFORMANCE MEASURES**PERFORMANCE MEASUREMENT TABLES**

Performance Requirements	Performance Standard	Acceptable Quality Level	Surveillance Method/Frequency	Incentives/Disincentives
Availability and Attendance for Scheduled Hearings	Be available 3 days per week to conduct hearings on school days. Notify CA of changes to schedule (at least 2 weeks prior), and emergency cancellations at least 4 hours prior to scheduled hearings. The Hearing Officer will monitor their email for hearing schedule updates and all other information.	100%	CA will monitor changes to schedules and absences.	If the contractor fails to meet the standard for availability and attendance for scheduled hearings, DCPS reserves the right to not activate the next option year. If the contractor does not meet the performance standard three (3) times during the school year, the DCPS staff will meet with the contractor to evaluate continuation of the contract.
Attend hearings in a timely manner.	The Hearing Officer shall be available on site to conduct the hearing at the	100%	Hearing Officer will submit start time on the Hearing Officer	If the contractor fails to attend all scheduled hearings in a timely manner, DCPS reserves the right to

	scheduled time.		Recommendation Form. The schools will call OYE if the Hearing Officer does not attend scheduled hearings on time.	not activate the next option year. If the contractor does not meet the performance standard three (3) times during the school year, the DCPS staff will meet with the contractor to evaluate continuation of the contract
Demonstrate procedures for student hearings according to the DCMR, Title 5 for Chapters 20, 21, 24, 25 and 27.	The Hearing Officer shall demonstrate the ability to conduct due process hearings according to the DCMR, Title 5 Chapter 25 for all hearings regarding student residency, attendance and transfers, student rights and responsibilities, student discipline and interscholastic athletics.	100%	The recordings will provide the Hearing Officer's demonstration of due process and their knowledge of the laws. DCPS will periodically review hearing proceedings to determine the proficiency of the Hearing Officer's demonstrated performance.	If the contractor fails to demonstrate through the recordings and observations, their knowledge of due process and the laws, DCPS reserves the right to not activate the next option year. If the contractor does not meet the performance standard three (3) times during the school year, the DCPS staff will meet with the contractor to evaluate continuation of the contract
Review and use relevant documentation	The Hearing Officer will review information related to the hearing as provided by school officials.	100%	The CA will contact the school periodically through the school year to monitor this standard.	If the contractor fails to examine relevant documentation, DCPS reserves the right to not activate the next option year.
Conduct hearings according to DCPS expectations	The Hearing Officer will conduct hearings in an impartial and consistent manner, as well as, ensure that the hearings are conducted in a fair and orderly manner.	100%	The recordings will provide the Hearing Officer's ability to conduct hearings according to the performance standard. DCPS will periodically review hearing records and observe hearing proceedings to determine the proficiency of the Hearing Officer's demonstrated performance.	If the contractor fails to demonstrate through the recordings and observations, their knowledge of due process and the laws, DCPS reserves the right to not activate the next option year. If the contractor does not meet the performance standard three (3) times during the school year, the DCPS staff will meet with the contractor to evaluate continuation of the contract
Professional Development	The Hearing Officer shall attend up to 5 full days of specific job related professional development without compensation.	100%	The CA will monitor attendance and participation in required professional development.	If the contractor fails to attend offered professional development, the CA and DCPS staff will meet with the contractor to evaluate continuation of the contract. DCPS will also reserve the right to not activate the next option year.

TECHNICAL MEASUREMENT STANDARDS

Mechanism	Frequency	Method	Description	Incentives Disincentives
Complete and electronically submit a written hearing recommendation form within one school day of the conclusion of the hearing.	As assigned	Electronic submission	Currently typed electronic hearing recommendations are emailed as attachments via electronic mail. DCPS anticipates that during the SY 2011-2012 Hearing Officers will upload deliverables to a web based application. As this change occurs, the Hearing Officers shall submit their deliverables in a location with access to the DCPS network.	<p>If the contractor fails to submit required electronic documents within the designated timeframe, the contractor will receive 50% of contracted unit price per hearing.</p> <p>If the contractor fails to submit the required documents within the required timeframe 5 times during the school year, DCPS reserves the right to not activate the next option year.</p> <p>Persistent failure to meet the submission deadline, DCPS reserves the right to not activate the next option year.</p>
The Hearing Officer shall make an official electronic audio recording of the hearing.	As assigned	Electronic submission	Currently audio recordings are emailed as attachments via electronic mail. DCPS anticipates that during the SY 2011-12 hearing Officers will upload deliverables to a web based application. As	<p>If the contractor fails to submit required electronic audio recordings within the designated timeframe, the contractor will receive 50% of contracted unit price per hearing.</p> <p>If the contractor fails to submit the required documents within the required timeframe 5 times during the school year, DCPS reserves the right to not activate the next option year.</p> <p>Persistent failure to meet the submission deadline, DCPS reserves the right to not activate the next option year.</p>
The Hearing Officer will submit invoices in a timely manner.	Monthly	As specified by DCPS	Hearing Officers must submit monthly invoices according to DCPS guidelines and procedures.	If the Hearing Officer does not consistently submit invoices in a timely manner, DCPS reserves the right to not activate the next option year.

SECTION G: CONTRACT ADMINISTRATION**G.1 ORDERING CLAUSE**

G.1.1 Any services to be furnished under the contract must be ordered by issuance of delivery orders or task orders sent by the CO or the designee. Such orders may be issued during the term of this contract.

G.1.2 All service orders or task orders are subject to the terms and conditions of the contract. In the event of a conflict between, a service order or task order and the contract, the contract shall control.

G.2 INVOICE PAYMENT

G.2.1 The District will make payments to the contractor, upon the submission of proper invoices, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

G.2.2 The District will pay the contractor on or before the 30th day after receiving a proper invoice from the contractor.

G.3 INVOICE SUBMITTAL

G.3.1 The contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the (CA) specified in Section G.10 below. The address of the CFO is:

Accounts Payable
District of Columbia Public Schools
Office of the Chief Financial Officer
1200 First Street NE, 11th Floor
Washington, DC 20002
Office#: 202-442-5300

G.3.2 To constitute a proper invoice, the contractor shall submit the following information on the invoice:

G.3.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.3.2.2 Contract number and invoice number;

G.3.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.3.2.4 Other supporting documentation or information, as required by the contracting Officer;

G.3.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.3.2.6 Name, title, phone number of person preparing the invoice;

G.3.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.3.2.8 Authorized signature.

G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.4.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.4.2** No final payment shall be made to the contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.5 PAYMENT

Unless otherwise specified in the contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and Presentation of a properly executed invoice.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

- G.6.1** In accordance with 27 DCMR § 3250, the contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of the contract.
- G.6.2** Any assignment shall cover all unpaid amounts payable under the contract, and shall not be made to more than one party.
- G.6.3** Notwithstanding an assignment of contract payments, the contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.7 THE QUICK PAYMENT CLAUSE**G.7.1 Interest Penalties to Contractors**

- G.7.1.1** The District will pay interest penalties on amounts due to the contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- the 3rd day after the required payment date for meat or a meat product;
 - the 5th day after the required payment date for an agricultural commodity; or
 - the 15th day after the required payment date for any other item.
- G.7.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.7.2.2** The contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- the 3rd day after the required payment date for meat or a meat product;
 - the 5th day after the required payment date for an agricultural commodity; or
 - the 15th day after the required payment date for any other item.
- G.7.2.3** Any amount of an interest penalty which remains unpaid by the contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.7.2.4** A dispute between the contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.8 CONTRACTING OFFICER (CO)

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

Franklin Austin
Contracting Officer
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE
Washington, DC 20002
(202) 442-5112
franklin.austin@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1** The CO is the only person authorized to approve changes in any of the requirements of the contract.
- G.9.2** The contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the CO.
- G.9.3** In the event the contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CA)

- G.10.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.10.2** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.10.3** Coordinating site entry for Contractor personnel, if applicable;
- G.10.4** Reviewing invoices for completed work and recommending approval by the CO if the contractor's costs are consistent with the negotiated amounts and progress is satisfactory and Commensurate with the rate of expenditure;
- G.10.5** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.7** The address and telephone number of the CA is:

Dr. Margaret A. Scott
Program Specialist, Targeted Student Support
Office of Youth Engagement
1200 First Street, NE
Washington, DC 20002
(P) 202-494-9621
(E) Margaret.scott@dc.gov

G.10.8 The CA shall NOT have the authority to:

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

G.10.9 The contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev..10 dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

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

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified,

the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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

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

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 NOT-APPLICABLE: SUBCONTRACTING PLAN COMPLIANCE

H.9.1 Reporting. If the Contractor has an approved subcontracting plan under the contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.1.1 The dollar amount of the contract or procurement;

H.9.1.2 A brief description of the goods procured or the services contracted for;

H.9.1.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.1.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.1.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.1.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.2 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.2.1 If during the performance of the contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.2.2 In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the

impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.11 AUDITS AND RECORDS

H.11.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.11.2 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.11.3 Comptroller General

H.11.3.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to the contract or a subcontract hereunder.

H.11.3.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H. 11.4 Reports: If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.11.5 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.6, for examination, audit, or reproduction, until three (3) years after final payment under the contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of the contract. In addition:

- a) If the contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the contract until such appeals, litigation, or claims are finally resolved.

H.11.6 NOT APPLICABLE: The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under the contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re determinable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports .

H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.12.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for every individual providing service in any DCPS school or to any DCPS student.

H.12.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.

H.12.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.12.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.12.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.12.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.12.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.12.5;

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.12.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.12.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.12.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.12.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.12.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.12.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA decision after his or her assessment of the criminal background or traffic record check.

H.12.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA decision after his or her assessment of the criminal background or traffic record check.

H.12.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.12.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of the contract for current employees and unsupervised volunteer.

H.12.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her

assessment of a criminal background or traffic record check.

- H.12.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.12.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.12.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information,” then click on “Standard Contract Provisions – Supplies and Services Contracts.”

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The contractor shall keep all information relating to any employee, student, or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records. Contractor agrees that it shall recognize that in the performance of the contract it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Contractor also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to

those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.

I.3.1 AUTHORIZATION TO VIEW EDUCATION RECORDS AS A CONTRACTOR UNDER FERPA

Contractor's ability to provide services under this Contract requires DCPS to share personally identifiable information from education records with Contractor. Such records must be safeguarded in accordance with FERPA. In accordance with 34 CFR § 99.31(a)(1)(i)(B), Contractor therefore acknowledges that (i) it is considered a "school official" for purposes of providing services under this Contract; (ii) it is under the direct control of DCPS with respect to the use and maintenance of the education records it will have access to under this Contract; and (iii) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a), Contractor must (a) not disclose any personally identifiable information from education records it may have access to under this Contract to another party without first obtaining prior consent from the affected parent (or student if the student has reached the age of 18); and (b) ensure that its officers, employees and agents receiving education records under this Contract only use such records for purposes of providing the services covered by this Contract.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term "Technical Data," as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in

a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of the contract shall be the sole property of the District. The contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by contractor for the District under the contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The contractor agrees not to assert any rights in common law or in equity in such data.

The contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (contractor's name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the contractor, in any work of authorship prepared for or acquired by the District under the contract.

Unless written approval of the CO is obtained, the contractor shall not include in technical data or computer software prepared for or acquired by the District under the contract any works of authorship in which copyright is not owned by the contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs

and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the contract, or (ii) based upon any data furnished under the contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the contractor at the time of delivery of such work.

I.6 NOT APPLICABLE SUBCONTRACTS

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

Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under the contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property

Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under the contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. **DURATION.** The contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under the contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THE CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** The contractor is solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The contractor shall submit certificates of insurance, giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Franklin Austin, Contracting Officer
District of Columbia Public Schools
1200 First Street, NE - Floor
Washington, DC 20002
(202) 442-5112
Franklin.austin@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.11 GOVERNING LAW

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

I.12 CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for any subsequent

fiscal years or any option years, there shall be a cancellation ceiling of (\$1,000.00) dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.13 ORDER OF PRECEDENCE

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

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question.

The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination <i>WD05-2103 Rev. 11 dated 06/13/11</i>
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Case Study Review and Oral Presentation Directions
J.5	Case Studies (A and B)
J.6	Hearing Officer Recommendation Form
J.7	Department of Employment Services First Source Employment Agreement Revised 12/2010 available at www.ocp.dc.gov click on "Solicitation Attachments"

Attachment Number	Document
J.8	Way to Work Amendment Act of 2006 - Living Wage Notice www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet www.ocp.dc.gov "
J.10	Tax Certification Affidavit www.ocp.dc.gov
J.11	Cost/Price Certification and Data Package available at www.ocp.dc.gov

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

- a corporation incorporated under the laws of the state of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of the contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from the contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from the contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
- 1) The prices in the contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in the contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in the contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in the contract and the title of his or her position in the offeror's organization);
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

K.9 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.9.1 Definitions. As used in this provision:

K.9.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.9.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.9.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.9.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited

from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.9.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.9.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.9.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.9.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.9.2(1) of this clause that, as a condition of continued employment on the contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.9.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.9.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Take appropriate personnel action against such employee, up to and including termination; or
- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.9.2 (1) through K.9.2 (6) of this clause.

K.9.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing the contract.

K.9.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.9.2 or K.9.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple contracts resulting from this solicitation to the responsible offerors whose offers conform to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and five (5) copies of the written proposals shall be submitted in two parts, titled "**Technical Proposal**" and "**Price Proposal.**" Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **GAGA-2011-R-0139.**"

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M (Evaluation Factors) of this solicitation. The offeror shall respond to each factor in a way that will allow the

District to evaluate the offeror's response. By responding to this solicitation, offerors are certifying their ability to meet the mandatory requirements listed in Section C.4.2.1 and Section C.4.2.11:

- The Hearing Officer shall be required to attend up to five (5) full days of specific, job-related professional development provided by DCPS without additional compensation
- The Hearing Officer shall be available for at least 3 days each week to preside over hearings assigned by DCPS.

L.2.3 The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals.

L.2.4 Technical Proposal

L.2.4.1 The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C, including but not limited to demonstrated experience working with either municipal, federal or educational laws and demonstrated ability to meet technological, procedural and timeliness requirements.

L.2.4.2 Offerors should include:

- a copy of their resume
- Contact information for two (2) professional references and one (1) character reference.

L.2.4.3 To ensure prospective offerors have a comprehensive understanding of the requirements, each offeror should provide a written response to Case Study A and Case Study B (Attachment J.5) using the assigned directions (Attachment J.4), including submitting Hearing Officer Recommendation Forms for each case study (Attachment J.6) to demonstrate knowledge of the following factors:

- A. **Knowledge of municipal, federal and educational laws:** Offerors must submit evidence that they are familiar with the Laws identified in Section C.2 and all generally applicable educational laws, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act (IDEA), Gun-Free School Zones Act, and the Family Educational Rights and Privacy Act (FERPA).
- B. **Expertise in Facilitation:** Offerors must submit evidence that they have the ability to facilitate hearings and/or meetings.
- C. **Analytical skills:** Offerors must submit evidence that they have the ability to use analytical thinking to solve complex problems and make recommendations.
- D. **Evidence of Hearing officer qualifications listed in Section C.4.1**

E. Case Study C Review Oral Presentation and Evaluation

Offerors within the competitive range will be invited to participate in an oral presentation and evaluation during the second phase of the evaluation. Such offerors will be given 20 minutes to review and prepare an oral response to Case Study C (not included in this document). The offeror will orally present Case Study C and respond to panel questions on Case Study C and related professional knowledge.

- L.2.4.4 The evaluation for the Case Study C Review and Oral Presentation and Evaluation will be divided as follows:

Knowledge of municipal, federal and educational laws
Expertise in Facilitation
Analytical skills
Evidence of past performance (reference check)

L.2.5 Price Proposal

The price schedule in Section B is used to estimate the projected cost of all DCPS hearing for SY2011-12. DCPS anticipates awarding multiple contracts for an estimate of 1700 hearings. Contracts will be evaluated on the unit price per hearing, not on the offeror's ability to complete the total estimated number of hearings.

Offerors that can contribute to a portion of the total number of hearings are encouraged to apply; individual price proposals should include the estimated number of hearings that could be provided by that offeror.

If the parent/guardian or student representative fails to appear for a scheduled hearing, the Hearing Officer shall be paid one half (1/2) of the contracted for hearing price. The Hearing Officer shall remain at the hearing site for the full time of the originally-scheduled hearing.

Offerors must provide with their proposal, an estimated amount of hearings they can provide, and the price per hearing, as outlined in Section B.3.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted before **2:00 PM on August 22, 2011**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person identified on page one of this RFP, Walter Comisiak who can be reached at (202) 442-5134 or by email at walter.comisiak@dc.gov and Franklin Austin who can be reached at (202) 442-5113 or by email at franklin.austin@dc.gov. The prospective offeror shall submit questions in writing no later than **5 pm, August 11, 2011**. The District will not consider any questions received after **5 pm, August 11, 2011**. The District will furnish responses promptly to all prospective offerors.

The pre-Proposal Conference shall be held on August 10, 2011 at 11:00 AM at the DCPS OCA, 1200 First Street, NE, Room 1135, 11th Floor, Washington, DC 20002.

An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. **Oral explanations or instructions given by District officials before the award of the contract will not be binding.**

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, **Franklin Austin, 11th Floor, 1200 First Street, NE, Washington, DC 20002, Phone No: 2020-442-5111/12** by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process.

This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.16.1** Name, address, telephone number and federal tax identification number of offeror;
- L.16.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.16.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not

be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.19 SPECIAL STANDARDS OF RESPONSIBILITY (Intentionally Omitted)

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

- M.1.1** This section describes the process by which DCPS will evaluate proposals and make its selection.

M.1.2 The contract will be awarded to the responsible vendor whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.1.3 DCPS will review all written responses to the RFP for form, content, and compliance with the criteria listed herein. As detailed in Section L, subsequent to this initial evaluation, the evaluation team will conduct further evaluation of proposals to include, but not limited to:

1. Detailed evaluation and ranking of offeror(s) proposal.
2. Onsite offeror(s) oral presentations of Case Study C Review which will be provided on the designated day.
3. Consultation with offeror(s) client references, state and federal agencies.

M.1.4 During this evaluation process, Offeror (s) within the competitive range will receive written notification for the exact date and time for the oral presentation day where they will present the Case Study C Review. After the evaluation of the Offeror (s) Case StudyC Review, DCPS will engage in detailed discussions during this oral presentation. The Offeror will be requested to provide a Best and Final Offer. Based on successful conclusion of evaluations, negotiations, request for Best and Final Offers (BAFO) and evaluation of the BAFO, DCPS will award the contract to the responsible vendor(s).

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA

Technical Proposal Evaluation (65 Points Maximum)

- A. Knowledge of municipal, federal and educational laws:** 12 points
- B. Expertise in Facilitation:** 4 points
- C. Analytical skills:** 16 points
- D. Evidence of Hearing officer requirements listed in Section C.4.1:** 8 points
- E. Case Study C Review Oral Presentation and Evaluation:** 25 points

Offerors within the competitive range will be invited to a case study review oral presentation and evaluation during the second phase of the evaluation.

The 25 points for the Case Study C Review and Oral Presentation and Evaluation will be divided as follows:

- Knowledge of municipal, federal and educational laws:** 7 points
- Expertise in Facilitation:** 7 points
- Analytical skills:** 7 points
- Evidence of past performance (reference check):** 4 points

M.3.2 PRICE CRITERION (35 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS**(112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE)

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.2** Any contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.3** Any contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.4** Any contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.5** Any contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.6** Any contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.7 Any contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.5 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.5.5.1 The dollar amount of the contract or procurement;

M.5.5.2 A brief description of the goods procured or the services contracted for;

- M.5.5.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.5.5.4** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.5.5.5** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and
- M.5.5.6** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.