

<b>SOLICITATION, OFFER, AND AWARD</b> Government of the District of Columbia				1. Caption		Page of Pages					
				Speech Language Pathology Services		1	69				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		<b>GAGA-2015-R-0046</b>		X				X			
										Sealed Bid (IFB)	Open
										Sealed Proposals (RFP)	Set Aside
				Other				Open with Sub-Contracting Set Aside			
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, N.E., 11 <sup>th</sup> floor, Washington, D.C. 20002						8. Address Offer to:  <div style="text-align: center; padding: 10px;">Same as Block 7</div>					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
<b>SOLICITATION</b>											
9. Sealed offers in <b>electronic format (USB flash drive) and one (1) original and three (3) copies</b> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 11 <sup>th</sup> floor, until <b>4:00 p.m. local time on Tuesday August 4, 2015</b>											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact		A. Name		B. Telephone Number		C. E-mail Address					
		Rotimi Osunsan		202	535-1377	Fax	<a href="mailto:rotimi.osunsan2@dc.gov">rotimi.osunsan2@dc.gov</a>				
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<b>OFFER</b>											
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number			
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G				17. Signature		18. Offer Date			
(Area Code)	(Number)									(Ext)	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>											
19 Accepted as to Items numbered				20. Amount		21 Accounting and Appropriation Data					
22. Name of Contracting Officer (Type or Print)						23. Signature of Contracting Officer (District of Columbia)		24. Award Date			

## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE**

### **B.1. INTRODUCTION**

The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Specialized Instruction (OSI), is soliciting experienced licensed Speech-Language Pathology Contractors with the capacity to provide assessment, consultation, intervention services and case management in the area of speech-language pathology in an urban school setting for an estimated 3,500 DCPS students on a continuous basis for up to five years for twelve months each year. The DCPS is also soliciting Contractors to provide optional temporary staff for the District's leave of absences due to illness or maternity leave.

B.1.1 Speech-Language Pathology Assistants (SLPAs) are not eligible for this solicitation.

B.1.2 The Contractor shall provide consultation and intervention strategies to the Individualized Education Plan (IEP) Team, Parents and General Education Practitioners and provide direct related services, on an as needed basis, to students who are in the special education setting and are diagnosed with a qualifying speech, communication or an impairment that impacts the child's academic performance under Individuals with Disabilities Education Act (IDEA), IEP, Section 504 plan (504 plan), Individualized Service Plan (ISP), and Student Support Team (SST).

B.1.3 DCPS intends to issue multiple Contractor awards to meet the District's needs.

### **B.2. PRICE SCHEDULE**

B.2.1 DCPS is seeking an hourly rate for performing school-based speech therapy services, Speech-Only IEP Case Management, consultation, assessments, and intervention services for students with IEPs, 504 plans and Response to Intervention (RTI) services.

B.2.2 The hourly rate shall also be inclusive of attendance of IEP meetings, collaboration block meetings, Staff Development Meetings, Parent-Teacher Conferences, and IEP case management specifically related to the Speech-Language Pathology Program. Additionally the Contractor shall attend upon request impartial due process hearings held at the DCPS Central Office and other proceedings related to the delivery of speech therapy services to the assigned student(s).

B.2.3 The hourly rate shall also include the time spent on administrative and clerical matters (including, but not limited to, time spent on reporting writing, documentation, word processing, internal organization of files, papers, exhibits or other documents, creating billing document/records, and copying) and other activities related to ensuring DCPS compliance with federal and state regulations regarding the provision of special education services.

B.2.4 The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified. DCPS does not allow flexing of the hours. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch. Holidays and school closures (including inclement weather) are not billable. This hourly rate should include all direct and indirect costs. See the Price/Cost Template in Section B.3. Weekly, an estimate of 75% of staff time is spent on IEP prescribed services (direct & consultation), 504 plan interventions, ISP interventions and RTI interventions.

### B.3. PRICE/COST TEMPLATE

#### B.3.1. BASE YEAR – December 1, 2015 to September 30, 2016

In completing the below template, the Contractor shall propose the loaded hourly rate and number of speech-language pathologists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of SLP staff to provide at the time of the award of the contract. Summer Extended School Year is included in the base year as noted below. Contractors may propose optional pricing for DCPS Temporary Coverage needs.

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number of hours ((196 school days x 7 billable hours	Unit	Unit Price	Estimated Quantity of SLP Staff	Estimated Total Price
0001A	Speech -Language Pathology (SLP) Assessment and Intervention Services	1,372	Hour	\$ -----		\$ -----
0002A	Summer-Speech Language Pathology (SLP)Assessment and Intervention Services	105 Hours (21 school days x 5 billable hours.)	Hour	\$ -----		\$ -----
<b>Estimated Base Year Total Price</b>						\$ -----

### OPTIONAL SERVICES

0003A	Optional Temporary Speech-Language Pathology Coverage	840 hours (120 school days x 7 billable hours	Hour	\$ -----		\$ -----
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### B.3.2 OPTION YEAR ONE - October 1, 2016 to September 30, 2017

In completing the below template, the Contractor shall propose the loaded hourly rate and number of speech-language pathologists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of SLP staff to provide at the time of the award of the contract. Summer Extended School Year is included in the base year as noted below. Contractors may propose optional pricing for DCPS Temporary Coverage needs.

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number of hours (196 school days x 7 billable hours	Unit	Unit Price	Estimated Quantity of SLP Staff	Estimated Total Price
1001A	Speech -Language Pathology (SLP) Assessment and Intervention Services	1,372	Hour	\$ -----		\$ -----
1002A	Summer-Speech Language Pathology (SLP)Assessment and Intervention Services	105 Hours (21 school days x 5 billable hours.)	Hour	\$ -----		\$ -----
<b>Estimated Option Year One Total Price</b>						\$ -----

#### OPTIONAL SERVICES

1003A	Optional Temporary Speech-Language Pathology Coverage	840 hours (120 school days x 7 billable hours	Hour	\$ -----		\$ -----
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### B.3.3 OPTION YEAR TWO - October 1, 2017 to September 30, 2018

In completing the below template, the Contractor shall propose the loaded hourly rate and number of speech-language pathologists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of SLP staff to provide at the time of the award of the contract. Summer Extended School Year is included in the base year as noted below. Contractors may propose optional pricing for DCPS Temporary Coverage needs.

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number of hours (196 school days x 7 billable hours)	Unit	Unit Price	Estimated Quantity of SLP Staff	Estimated Total Price
2001A	Speech -Language Pathology (SLP) Assessment and Intervention Services	1,372	Hour	\$ -----		\$ -----
2002A	Summer-Speech Language Pathology (SLP)Assessment and Intervention Services	105 Hours (21 school days x 5 billable hours.)	Hour	\$ -----		\$ -----
<b>Estimated Option Year Two Total Price</b>						\$ -----

#### OPTIONAL SERVICES

2003A	Optional Temporary Speech-Language Pathology Coverage	840 hours (120 school days x 7 billable hours	Hour	\$ -----		\$ -----
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### B.3.4 OPTION YEAR THREE – October 1, 2018 to September 30, 2019

In completing the below template, the Contractor shall propose the loaded hourly rate and number of speech-language pathologists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of SLP staff to provide at the time of the award of the contract. Summer Extended School Year is included in the base year as noted below. Contractors may propose optional pricing for DCPS Temporary Coverage needs.

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number of hours (196 school days x 7 billable hours)	Unit	Unit Price	Estimated Quantity of SLP Staff	Estimated Total Price
3001A	Speech -Language Pathology (SLP) Assessment and Intervention Services	1,372	Hour	\$ -----		\$ -----
3002A	Summer-Speech Language Pathology (SLP)Assessment and Intervention Services	105 Hours (21 school days x 5 billable hours.)	Hour	\$ -----		\$ -----
<b>Estimated Option Year Three Year Total Price</b>						\$ -----

### OPTIONAL SERVICES

3003A	Optional Temporary Speech-Language Pathology Coverage	840 hours (120 school days x 7 billable hours	Hour	\$ -----		\$ -----
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### B.3.5 OPTION YEAR FOUR – October 1, 2019 to September 30, 2020

In completing the below template, the Contractor shall propose the loaded hourly rate and number of speech-language pathologists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of SLP staff to provide at the time of the award of the contract. Summer Extended School Year is included in the base year as noted below. Contractors may propose optional pricing for DCPS Temporary Coverage needs.

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number of hours (196 school days x 7 billable hours)	Unit	Unit Price	Estimated Quantity of SLP Staff	Estimated Total Price
4001A	Speech -Language Pathology (SLP) Assessment and Intervention Services	1,372	Hour	\$ -----		\$ -----
4002A	Summer-Speech Language Pathology (SLP)Assessment and Intervention Services	105 Hours (21 school days x 5 billable hours.)	Hour	\$ -----		\$ -----
<b>Estimated Option Year Four Total Price</b>						\$ -----

### OPTIONAL SERVICES

4003A	Optional Temporary Speech-Language Pathology Coverage	840 hours (120 school days x 7 billable hours	Hour	\$ -----		\$ -----
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**B.3.8. TOTAL ESTIMATED PRICE FOR BASE AND FOUR OPTION YEARS** \$ \_\_\_\_\_

**B.3.9. TOTAL ESTIMATED (OPTIONAL SERVICES) PRICE FOR BASE AND FOUR OPTION YEARS**

\$ \_\_\_\_\_

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1. BACKGROUND**

- C.1.1 The District of Columbia Public Schools (DCPS) has a student population identified of 3500 students with Speech and Language therapy needs. DCPS has an estimated need of approximately 13 Full-Time Equivalent (FTE) Speech-Language Pathologists to supplement DCPS' staff to provide school-based speech and language therapy services. At any time during the contract, the needs may increase or decrease based on the needs of the District.
- C.1.2 DCPS SLPs provide intervention services to students and training support to school staff and parents, as well as strategic consultation to the Office of Specialized Instruction, ensures effective and timely assessments and service-delivery, supports Related Services capacity, and ensures compliance on the part of the OSI.
- C.1.3 The provision of intervention services to students and training support to school staff and parents, as well as strategic consultation to OSI, ensures effective and timely assessments, identification, planning and service-delivery, supports Related Services' capacity, and ensures compliance on the part of the OSI.
- C.1.4 DCPS is required by law, rules and regulations to provide SLP services to all students identified with the needs in their SST plans, ISPs, IEPs and 504 plans.
- C.1.4.1 The SST and IEP team members include students, parents, related service providers, teachers, school administrators, and related community resources. The Speech-Language Pathologists shall provide IEP case management, consultations, screenings, assessments and intervention as a related service(s) and as indicated on students' ISP, IEP or 504 plans.
- C.1.5 Speech-Language Pathology Assistants (SLPAs) are not eligible for this solicitation.
- C.1.6 DCPS seeks experienced Contractors to provide speech-language pathology services. DCPS defines an experienced Contractor as a company having a minimum of five years providing speech-language pathology services in an urban school district. The Contractor shall demonstrate their experience as related to the above as described in Section M.3.1 – Demonstrated Experience.

### **C.2. SCOPE**

- C.2.1 The District of Columbia Public Schools (DCPS), Office of Specialized Instruction (OSI) requires the services of a Contractor to provide school based Speech-Language Pathology (SLP) services to an approximate number of 3,500 students for the school year term and for summer extended school year. Base year and all option years one (1) through four (4) must include services and pricing for the school year and summer extended school year. The SLP staffing need will vary on a regular basis depending on enrollment and attendance numbers for summer. The Speech-Language Pathology Manager will provide the staffing



need to the Contractor for upcoming school year by June 1st and March 1st for summer extended school year.

- C.2.2 DCPS is requesting that the Contractor shall include optional pricing for temporary needs. Unexpected leave occur in the school year due to maternity, bereavement, resignation or retirement. DCPS would provide a minimum of 30 calendar days advance notice of the need, which would be at a minimum of 1 month not to exceed 6 months per assignment. This is optional; therefore, not a requirement and there would not be any penalties. This temporary coverage will not be calculated in the evaluation process of this solicitation.
- C.2.3 The Contractor shall provide a planned delivery of contracted SLP services to improve student performance, consistency of therapy and support quality service delivery. The Contractor shall collaborate in the delivery system to achieve maximum efficiency and student outcomes given the resources available.
- C.2.4 Additionally, all contracted SLP services delivered to DCPS students with an established Student Support Team (SST) Plan, Individual Education Program (IEP) and Section 504 plan shall be provided in accordance to the standards specified in section C.5 of this solicitation. DCPS is committed to an educationally relevant model of general and special education and Section 504 plan service delivery that utilizes a multidisciplinary team approach to integrate therapies into the general/special educational environment.
- C.2.5 Annually, DCPS, OSI and the Speech-Language Pathology Program identify strategic goals to address. The Contractor shall support DCPS' current strategic plan and goals. The Contractor shall demonstrate their experience in supporting a client's strategic goals and plans in Section M.3.1 – Demonstrated Experience.
- C.2.6 The Contractor shall provide services according to the need of school-based Speech-Language Pathology (SLP) services outlined in this solicitation for the DCPS schools. Services will include screening, assessments, interventions, consultations, participation in pertinent meetings and development, speech only IEP case management and implementation of professional development to contract staff and DCPS staff as required to meet the needs of the students and the OSI Related Services Speech-Language Pathology Program.
- C.2.7 DCPS defines an experienced Contractor as a company having a minimum of five years providing speech-language pathology services in an urban school district. The Contractor shall demonstrate their experience as related to the above as described in Section M.3.1 – Demonstrated Experience.

### **C.3. DEFINITIONS AND ACRONYMS**

These terms when used in this solicitation have the following meanings:

- C.3.1 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

- C.3.2 “Extended School Year (ESY)” - Extended School Year: ESY refers to special education and/or related services provided beyond the normal school year for the purpose of providing a free, appropriate public education (FAPE) to a student with a disability in accordance with the child’s IEP. ESY is intended to protect students from regressing on key goals of their IEP over the summer and ensure they can benefit from their IEP during the regular school year.
- C.3.3 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- C.3.4 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).
- C.3.5 “GOLD” Early childhood classrooms in DCPS utilize a curriculum and assessment tool Called Teaching Strategies GOLD. Teaching Strategies GOLD is an authentic observational assessment system for children from birth through kindergarten. It is designed to help teachers get to know their students well, what they know and can do, and their strengths, needs and interests.
- C.3.5.1 The Teaching Strategies GOLD assessment system blends ongoing, authentic observational assessment for all areas of development and learning with intentional, focused, performance – assessment tasks for selected predictors of school success in the areas of literacy and numeracy.  
This seamless system for children is designed for use as part of meaningful everyday experiences in the classroom or program setting. It is inclusive of children with disabilities, children who are English-language or dual-language learners, and children who demonstrate competencies beyond typical developmental expectations. The assessment system may be used with any developmentally appropriate curriculum.
- C.3.5.2 The GOLD links key developmental milestones with instruction in order to track student progress. Individual objectives correspond to the dimensions which include: (a) Social – Emotional; (b) Physical (c) Language; (d) Cognitive; (e) Literacy; (f) Mathematics; (g) Science and Technology; (h) Social Studies; (i) The Arts; and (j) English Language Acquisition.
- C.3.6 “Health Insurance Portability and Accountability Act” (HIPPA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- C.3.7 “Home Hospital Instruction Program” (HHIP) – Program is designed to students with medical limitations that prevent the student from attending school. IEP specialized instruction and related services are provide in the home or hospital setting.

C.3.8 “Individuals with Disabilities Education Act” (IDEA) – The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

- Special education and related services should be designed to meet the unique learning needs of eligible children with disabilities, preschool through age 21.
- Students with disabilities should be prepared for further education, employment and independent living.

C.3.9 “Individualized Education Plan” (IEP) – In the United States an Individualized Education Program, commonly referred to as an IEP, is mandated by the Individuals with Disabilities Education Act (IDEA). In Canada and the United Kingdom, an equivalent document is called an Individual Education Plan. An IEP is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process, and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

C.3.9.1 The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service providers will do to help the student learn more known disabilities, simultaneously considering ability to access the general curriculum, considering how the disability affects the student's learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment possible for the students.

C.3.10 “ISP” – (Individual Service Plan) is a written statement that specifies for a parentally-placed private school child with a disability the equitable services for which the child qualifies, including the location of the equitable services. DCPS will provide the following "equitable services" for parentally-placed private school children with disabilities to be eligible for special education by DCPS and have accepted the ISP:

- All students who qualify for speech: up to 1 hour per week of school-based speech therapy service

C.3.11 “Local Education Agency” (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

C.3.12 “No Child Left Behind” (NCLB) - On January 8, 2002, President Bush signed into law the No Child Left Behind Act of 2001. The Act was the most sweeping reform of the

Elementary and Secondary Education Act (ESEA) since ESEA was enacted in 1965. It redefines the federal role in K-12 education and will help close the achievement gap between disadvantaged and minority students and their peers. It is based on four principals: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.

- C.3.13 “National Provider Identifier” (NPI) - As a result of the Affordable Care Act, the Centers for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all providers of medical services to obtain a National Provider Identifier (NPI). The NPI acts as a unique provider identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct Medicaid claiming, all providers rendering services on behalf of the District of Columbia Public Schools must obtain their NPI.
- C.3.14 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS
- C.3.15 “Parent” – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- C.3.16 “Provider Management Application (PMA)” - Provider Management Application: RSPs will be able to review their caseload, assigned assessments, document Tier II interventions, Student Service Alignment Plan, and review weekly email communication. The Provider’s Management Application 2.0 is accessible through quickbase.
- C.3.17 “Random Moment in Time Study” (RMTS) – RMTS is required by the federal Centers for Medicare & Medicaid Services (CMS) to secure reimbursement funds from Medicaid for schools. The reimbursement funds are used to pay for products and services to enhance the quality of student education. In order to maintain eligibility for Medicaid Reimbursement, DCPS must maintain a minimum response rate of 85% or higher.
- C.3.18 “Response to Intervention” (RtI) – Tiered One-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving RtI services may or may not be special education.
- C.3.19 “Section 504” – Section 504 is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.
- C.3.20 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not

preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program

- C.3.21 “Speech-Language Pathology & Audiology Program” – Program that encompasses Speech-Language Pathology and Audiology services within Related Services/Office of Specialized Instruction/DCPS.
- C.3.22 “Speech-Language Pathology & Audiology Program Manager” - A program manager is assigned by Related Services / Office of Specialized Instruction / DCPS to supervise and the services and program of Speech-Language Pathology (SLP).
- C.3.23 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.
- C.3.24 “Student Alignment Service Plan” (SSAP) – A process that ensures students are receiving appropriate related services to meet their needs in order to function in the academic setting. It’s purpose:
- To align the services (SLP) appropriately to the students’ needs
  - To allow the IEP team to make a more effective informed decision on determining continued eligibility, amount of services, and delivery models for related services for a student
  - The Related Service Provider (RSP), using their respective expertise, support the IEP team on its mission to make this possible
  - Related Service Providers (RSPs) will make the appropriate recommendation after providing intervention services, collecting data by utilizing observations, reviewing records, collaborating with staff, parents, and/or other stakeholders
- C.3.25 “Student Support Team” (SST) – A process of referring students to the school team of teachers and related service providers to review current difficulties or concerns in education, behavior, sensory, motor, communication, etc to determine if pre-referral interventions are warranted.
- C.3.26 “Students With Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.
- C.3.27 “Special Education Data System (SEDS)” - The Special Education Data System (SEDS) is a comprehensive data system designed to support high quality, seamless service delivery for

children with disabilities. SEDS is currently in its third year of implementation. OSSE has mandated its use by all LEAS to support the goal of optimizing the ability to improve service delivery and increase compliance related to the provision of a Free Appropriate Public Education (FAPE) to all students with disabilities in the District of Columbia.

C.3.28 “Speech Only IEP” – Speech and Language Pathologist is responsible for managing IEPs that have only Speech services. SLP will be responsible for organizing and arranging schedules to meet to review current IEP and modify and revise goals. This is inclusive of the students eligibility meeting which occurs tri-annual.

#### C.4. APPLICABLE DOCUMENTS

Item No.	Document Type	Title
1	OSI Programs & Resources	OSI 15-16 Programs & Resources Guide for Staff
2	Practice Guidance	Untimely Assessment and Due Diligence
3	Practice Guidance	Missed Related Service Sessions, Truancy and Due Diligence Guidelines
4	Federal Law	Individuals with Disabilities Act 2004 <a href="http://www.vesid.nysed.gov/specialed/idea/">http://www.vesid.nysed.gov/specialed/idea/</a>
5	Federal Law	Americans with Disabilities Act 2008 <a href="http://www.access-board.gov/about/laws/ada-amendments.htm">http://www.access-board.gov/about/laws/ada-amendments.htm</a>
6	District Law	District of Columbia Municipal Regulations (Occupational Therapy and Physical Therapy) <a href="http://www.dcregs.dc.gov">http://www.dcregs.dc.gov</a>
7	Practice Guidance	SY 2014 – 2015 DCPS Speech-Language Pathology Program Guidebook
8	Private Religious Organization (PRO) Guidelines	PRO – Statement of Services
9	DCPS Calendar	DCPS School Calendar <a href="http://dcps.dc.gov/DCPS/About+DCPS/Calendars">http://dcps.dc.gov/DCPS/About+DCPS/Calendars</a>
10	Application for Graduate Student Practicum	DCPS Volunteer Application – <a href="https://octo.quickbase.com/db/bhhuwnk3u">https://octo.quickbase.com/db/bhhuwnk3u</a>
11	IMPACT - DCPS Effectiveness Assessment System for School-Based Personnel	IMPACT – <a href="http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks">http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks</a>

C.4.1 The aforementioned documents are subject to revision and the most up-to-date versions apply. DCPS is responsible for instructing the Contractor of any revisions or updates. The Contractor shall be responsible for ensuring reference and compliance the revisions and updates.

C.4.2 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

## **C.5. REQUIREMENTS**

C.5.1. The Contractor shall ensure that its entire staff shall possess current licenses and certifications required by DCPS, OSSE and the District of Columbia Department of Health (DOH).

C.5.1.1 The Contractor shall submit licensures to DCPS SLP Program Manager before any provider/manager staff services DCPS students under this contract.

C.5.1.2 The Contractor shall ensure each SLP holds a current DC DOH Board of Audiology & Speech Language-Pathology license and OSSE Speech-Language Pathology Certificate. Contractor shall submit the DC DOH SLP license to the DCPS Speech-Language Pathology Program Manager three (3) days prior to the Contractor's staff start date. The Contractor shall submit with this proposal, the DC DOH license for each proposed staff as related to the above as described in Section M.3.1 – Professional Qualifications.

C.5.2 The Contractor shall ensure each Speech-Language Pathologist holds a Masters degree in Communication Sciences and Disorders/Speech-Language Pathology and hold ASHA CCC or be eligible for the CCC.

C.5.2.1 The Contractor shall provide clinical fellow (CF) supervision of non – CCC staff.

C.5.2.2 The Contractor shall provide proof that at a minimum, each CCC-SLP possesses one full year of school-based experience in speech-language pathology. The Contractor shall submit the resume for each proposed staff demonstrated proof of school experience as related to the above as described in Section M.3.1 – Professional Qualifications.

C.5.2.3 The Contractor shall ensure that each CF-SLP possesses two graduate school semesters of school-based clinical practicum experience in speech-language pathology.

C.5.2.4 The Contractor shall provide staff specialized in educational speech-language pathology services to meet DCPS' need. This should include strong knowledge base of evidence based assessment and intervention in the areas of autism, early childhood, medically fragile and assistive technology in speech therapy.

C.5.2.5 The Contractor shall provide bilingual staff to meet the growing bilingual needs in DCPS. Although it is understood that the provision of bilingual SLP staff does not substitute for the District's responsibility to provide translator services under the District's Language Access Act of 2004.

C.5.2.6 The Contractor shall ensure each SLP possesses a National Provider Identifier (NPI). The Contractor shall submit the NPI to the SLP Program Manager five days prior to the start of services to DCPS students. Refer to Section C.3.24 for additional information.

- C.5.3 The Contractor shall ensure all providers/clinicians to undergo a DCPS interview with the DCPS SLP Program Manager. After the interview, the DCPS SLP Program Manager will determine if the proposed provider is approved or rejected.
- C.5.3.1 The Contractor shall notify DCPS regarding all vacancies before new staff is hired, and all potential candidates will be subject to interview by DCPS staff/Speech and Language Pathology Program Manager upon request.
- C.5.3.2 The Contractor shall cover the vacancies using floating staff or regular staff to cover the gap until a permanent replacement is secured.
- C.5.3.3 The Contractor shall provide a replacement within fourteen (14) calendar days of a vacancy.
- C.5.3.4 The Contractor shall be penalized the Contractor's daily rate (hourly rate time seven hours) for each day a replacement is not secured after the staff has vacated the position for fourteen (14) calendar days.
- C.5.3.5 The Contractor shall make up all services missed due to the vacant or abrupt departures.
- C.5.4 The Contractor's provider staff and management staff shall undergo Testing for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements. Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor.
- C.5.4.1 The Contractor shall provide a copy of TB Infection clearance results within the last calendar year must be presented to the SLP Program Manager before the providers/management staff starts servicing students. Testing that occurred one year ago or longer will not be accepted.
- C.5.5 The Contractor shall make available to DCPS all resumes, cover letters, curriculum vita, and references of Contractor's providers and managed staff before they start providing services to DCPS students. the Contractor shall submit the resumes for all proposed staff as described in Section M.3.1 Professional Qualifications.
- C.5.5.1 The Contractor shall provide proposed staff resumes, ASHA certification, DC DOH license and specialized training certificates as outlined in section M.3.1 (Professional Qualifications). This information is required when submitting the proposal, at contract award and before the staff provides services to DCPS students.
- C.5.6 The Contractor shall develop a district wide staffing plan using the DCPS form approved by the Speech and Language Pathology Program Manager. The Contractor shall submit a staffing plan for all proposed staff as related to the above as described in Section M.3.1 – Professional Qualifications.



- C.5.6.1 The Contractor's staffing Plan shall detail the staffing and supervision assignments across DCPS.
- C.5.6.2 The Contractor shall meet monthly with SLP Program Manager to review the Staffing Plan and make adjustments thereto.
- C.5.6.3 The Contractor's staffing plan shall indicate the regular staff members, floating staff members and management staff members. The Contractor shall submit a staffing inclusive floating staff as related to the above as described in Section M.3.1 – Professional Qualifications.
- C.5.6.4 The Contractor shall assure continuity of service by having several clinicians identified with floating time so that they will be available to provide service at schools with unexpected breaks in service, such as school transitions, medical leaves and resignations during the school year.
- C.5.7 The Contractor's services shall be consistent with the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
- C.5.8 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
- C.5.9 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, and American Speech and Hearing Association (ASHA) standards governing delivery of speech and language pathology therapy and special education services.
- C.5.10 The Contractor shall adhere to DCPS' Speech-Language Pathology Guidebook policies and procedures, which include but are not limited to the assessment format, required assessment components, service log documentation elements, etc. (Refer to attachment J.12)
- C.5.11 The Contractor shall complete case management duties for no more than a total of 15 speech only IEPs at any time during the school year. The Contractor shall adhere to the DCPS Case Management Guidelines for the Speech-Language Pathologist.
- C.5.12 The Contractor shall provide ensure supervision of practice and contract compliance. The Contractor shall submit the resume of the key personnel as related to the above as described in Section M.3.1 – Professional Qualifications.
- C.5.12.1 The Contractor's shall provide oversight of the documentation, delivery and make up services to ensure services are delivered per DCPS guidelines and the terms of the contract.
- C.5.12.2 The Contractor's shall periodically review written documentation from staff (assessment reports, service tracker notes, IEP progress reports, etc.) to ensure

documentation adheres to DCPS Speech-Language Pathology Guidebook and best practices for speech-language pathology.

C.5.12.3 The Contractor's shall ensure that staff have direct access to experienced supervisors with expertise in autism, PECS, multi-modal communication strategies, LindaMood Bell (LMB), interdisciplinary collaboration, evidence-based intervention techniques etc.) to ensure optimal programming and student outcomes.

C.5.12.6 The Contractor shall provide all clinical supervision for required providers. The Contractor shall ensure clinical fellow (CF) supervision is provided by the Contractor.

C.5.12.7 The Contractor shall provide technology equipment, assessment materials, therapy materials and other required materials/equipment for their staff and providers.

C.5.12.7 The Contractor shall meet with the Speech and Language Pathology Program Manager bi-monthly to discuss topics such as the following items:

- Assessment Timeliness
- Services delivered
- Documented Services
- Missed/Made Up Services
- Random Moment in Time Study completion
- Staffing update Staffing update, to include school assignments and caseload updates
- Details on the evidence based interventions provided by staff
- Student outcomes of the SLP interventions from staff
- Upcoming meetings/activities for the following week
- Review of Contractor's staff performance and personnel issues
- Current challenges and barriers to success
- Professional Development Training Planning

C.5.12.8 The Contractor shall provide a quarterly presentation to SLP manager and OSI leadership to review data on key initiatives as set and agreed upon in terms of format and content. Quarterly report should include successes, accomplishments, progress towards contract deliverables and performance indicators.

C.5.12.9 The Contractor shall evaluate staff bi-annually. The staff performance assessment must mirror DCPS' IMPACT Group 12, refer to applicable documents in section C.2 item number 11. The Contractor shall provide a staff performance assessment and plan as related to the above as described in Section M.3.1 – Demonstrated Qualifications.

C.5.12.10 The Contractor shall develop thirty (30) day performance plans, which are required for low performing staff. The Contractor shall provide a sample staff thirty-day performance plan as related to the above as described in Section M.3.1 – Demonstrated Qualifications.

C.5.12.11 DCPS Speech-Language Pathology Program must approve all 30-day Performance plans. Performance plans may be renewed for another 30 days if improvement is not

demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request dismissal of Contractor staff based on lack of performance improvement.

C.5.12.12 DCPS shall have the right to request dismissal of the Contractor staff based on a lack of performance by such staff, subject to prior written notice to the Contractor and an opportunity for the Contractor to address the specific performance issues within 30 days after receipt by Contractor of written notice from DCPS of such lack of performance.

C.5.12.13 The Contractor shall be subject to unannounced assessment, intervention and IEP meeting observations by Speech-Language Pathology Program Manager;

C.5.13 The Contractor shall ensure ALL staff attend and complete the following mandatory orientation Trainings conducted by DCPS included by not limited: Speech-Language Pathology Orientation, Case Management, DC STARS/ASPEN, RMTS, SEDS, and PMA.

C.5.13.1 The Contractor's staff shall attend the DCPS opening of school August Pre-Service week trainings.

C.5.13.2 The Contractor shall ensure staff attend the DCPS SLP monthly meetings, DCPS mandated professional staff developments, DCPS cohort meetings and DCPS learning community meetings.

C.5.13.3 DCPS reserves the right to hold the Contractor's providers/clinicians accountable to attend trainings on new DCPS policies as needed.

C.5.14 The Contractor shall facilitate and provide one (1) of the DCPS mandatory professionals development trainings during the school year. All professional development days are included in the 196 school days. There are no students in school on professional development days. The Contractor shall provide an outline, agenda, goals, objectives, speaker bio for the proposed one-day professional development training as related to the above as described in Section M.3.1 – Demonstrated Qualifications.

C.5.14.1 The professional development trainings are for all Contractor staff and DCPS Speech-Language Pathology employees. The scheduled professional development trainings include:

- Five (5) all day trainings during the first week of the school year; and
- Five (5) all day trainings during the school year.
- Refer to DCPS calendar noted in section C.2 item number 9

C.5.14.2 In conjunction with the Speech-Language Pathology Manager, the Contractor shall develop and implement one professional development training session. DCPS and the Contractor must mutually agree on the training format.

C.5.14.3 All developed training materials as well as curriculum vitae of professional development training presenters shall be presented to the Speech-Language Pathology

Manager six (6) weeks prior to the date of the training, in digital format.

C.5.14.4 The Contractor shall facilitate and fund all aspects of professional development training after approval from DCPS. DCPS will provide the venue for the trainings.

C.5.14.5 The Contractor shall develop and print all materials according to DCPS formatting guidelines and all materials will be made available to DCPS for web-based access to DCPS and Contractor staff. The Contractor shall be responsible for any legal issues originated by copyright infringement.

C.5.14.6 The Contractor shall provide continuing education units (CEUs) for all the training participants including the contract staff and DCPS employees. The Contractor shall provide proof of ASHA CEU Provider status as related to the above as described in Section M.3.1 – Demonstrated Qualifications.

C.5.15 The Contractor must complete assigned assessments with 95% timelines. Assessments are due within 45 days of parental consent.

C.5.15.1 The Contractor must complete, upload and close out assessments in SEDS in accordance with DCPS' guidelines.

C.5.15.2 DCPS will apply to the Contractor invoices a penalty of \$100.00 per day up to a maximum amount of \$1000 for each late assessment, which will be deducted from the next monthly invoice submitted by the Contractor.

C.5.15.3 For assessments with due dates that fall during holiday periods, the Contractor shall develop a plan to ensure timely assessments.

C.5.15.4 The Contractor shall alert approved DCPS staff in writing of any difficulties within SEDS or student /school in completing the assessment timely.

C.5.15.5 The Contractor shall adhere to DCPS Untimely Assessment Due Diligence guidance. Refer to Attachment Document J.10.

C.5.15.6 The Contractor assessment reports shall adhere to the DCPS Speech-Language Pathology Guidebook. Refer to Attachment Document J.12.

C.5.16 The Contractor's staff shall adhere to the DCPS SLP Guidebook for time and attendance procedures. Refer to Attachment Document J.12.

C.5.16.1 The Contractor shall sign in and out of each assigned school daily in the RSP Attendance book.

C.5.16.2 The Contractor shall report to work from 8:00 am to 3:30 PM during the regular

school. The regular school day is a seven (7) hour billable workday. Lunch is not billable to the Contractor. Clinical supervision/oversight, CF supervision, and clinical management completed by the Contractor is not billable to DCPS.

C.5.16.3 The Contractor shall adhere to the adjust work hours during parent teacher conference days. This is a seven-hour billable day. Lunch is not billable to the Contractor.

C.5.16.3.1 Outside of parent teacher conference days, Contractor shall consult, collaborate and conference with teachers and parents.

C.5.16.4 The Contractor shall report to work 5.5 hours per day during Extended School Year (ESY). ESY is four weeks. ESY work days are five (5) hour billable days.

C.5.16.5 The Contractor may be required to participate in school lunch duty at their assigned schools.

C.5.16.6 The Contractor shall provide an intervention schedule to the SLP Manager two weeks after starting in DCPS.

C.5.16.7 The Contractor shall provide an updated intervention schedule to the SLP Manager if there is a caseload change (addition / subtraction).

C.5.16.8 The Contractor shall in the first two weeks of school or beginning of assignment, provide an introductory letter, and phone call to parents and guardians prior to initiating treatment of their student(s) AND upload a copy into each student's folder in SEDS

C.5.16.9 The Contractor shall follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, etc.)

C.5.16.10 The Contractor shall complete screenings and classroom observations.

C.5.16.11 The Contractor shall participate, as required and approved, in educational planning meetings including, but are not limited to School Collaborative Block meetings, Student Support Team, ISP, Section 504, Eligibility/IEP and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.

C.5.16.12 The Contractor shall participate in school staff meetings held during Contractor's tour of duty.

C.5.16.13 The Contractor shall provide a minimum of one workshop at the school for the teachers and / or parents each quarter.

C.5.16.13.1 The Contractor shall at the completion of each workshop provide a copy of the presentation, sign-in sheet, and participant feedback forms.

C.5.16.13.2 The Contractor shall ensure the workshop topics are aligned to the needs of the

school, its staff and students. The principal must approve the topic for the school workshop in writing.

C.5.16.14 The Contractor shall be 100% compliant with Random Moment in Time Study Responses (RMTS).

C.5.17 The Contractor assigned to Early Childhood students shall collaborate quarterly on student progress for the Guiding Observation Learning & Development (GOLD) assessment progress reports.

C.5.18 The Contractor shall provide speech therapy services for students with 504 plans, ISPs, IEPs and RTI.

C.5.18.1 The Contractor shall provide speech therapy services for students in DCPS schools and for students in the Home Hospital Instruction Program.

C.5.18.2 The Contractor shall on a weekly basis, Contractor shall document 95% of all delivered and attempted services in SEDS (known as service logs in the SEDS) by noon the following Monday (or the following school day if the following Monday is a holiday or closure).

C.5.18.3 The Contractor shall service logs shall adhere to the content and format according to the DCPS Speech Language Pathology Guidebook (refer to attachment J12).

C.5.18.4 The Contractor shall document all missed sessions (in SEDS) on how services will be made-up in the format indicated by DCPS per the Missed Related Services, Truancy, and Due Diligence Guidelines in attachment J11.

C.5.18.5 The Contractor's staff shall generate one monthly service tracker note for each student on caseload by the fifth of the month for service logs entered for the previous month's services according to the DCPS Speech-Language Pathology Guidebook (refer to attachment J.12).

C.5.18.6 Contractor shall deliver a minimum of 80% of the services required by each student's ISP, IEP, or 504 plan, for 100% of all students on assigned caseload, assuming such student is available to attend scheduled services and school is in session pursuant to DCPS missed services and due diligence guidance, refer to attachment J12.

C.5.18.7 Contractor shall miss less than 10% of all services required by each student's ISP, IEP or 504 Plan.

C.5.18.8 Contractor shall implement due diligence procedures pursuant to DCPS Missed Services, Truancy and Due Diligence Guidelines; refer to attachment J11.

C.5.18.9 The Contractor shall as outlined in DCPS Missed Services, Truancy and Due Diligence

Guidelines; refer to attachment J11, if schedule services are missed due to unavailable staff, the Contractor shall make up such session (s) at no additional cost to DCPS.

- C.5.18.10 The Contractor shall develop and implement proactive missed service plans and work collaboratively with DCPS and families to ensure flexible implementation. In the event that the Contractor's staff is unable to provide scheduled services due to vacation or leave, a missed services plan shall be developed and implemented by the Contractor for all students whose services will be missed, prior to any Contractor's staff taking such vacation or leave. The Contractor shall submit missed service plan following DCPS format prior to vacation/leave.
- C.5.18.11 The Contractor shall immediately communicate with DCPS and present a replacement within 14 calendar days for that staff if unable to provide scheduled services due to vacation or leave. Also complete a missed service plan for all students whose services will be missed, prior to any staff taking such vacation or leave. Missed service plans will be approved by DCPS staff (student's case manager, Special Education Coordinator, Speech-Language Pathology Program Manager).
- C.5.18.12 The Contractor shall be informed of the acceptance of the make-up plan by the Speech-Language Pathology Program Manager. The make-up sessions will be monitored monthly and quarterly by the Speech-Language Pathology Program Manager.
- C.5.18.13 The Contractor shall make up all remaining missed speech therapy time shall be made up by or before the first day of the last week of the school calendar. DCPS will discount any remaining missed Speech-Language Pathology service time from Contractor's last invoice at the Contractor's hourly per each hour missed in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.18.14 The Contractor shall immediately communicate with DCPS if the Contractor's staff abruptly leaves and present a replacement for that staff.
- C.5.18.15 The Contractor shall develop a missed services plan for all students whose services will be missed in the DCPS format. The Contractor shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within 14 calendar days, if the Contractor is unable to present such replacement The Contractor shall keep the Speech-Language Pathology Program Manager informed of the results of efforts to find a replacement.
- C.5.18.16 The Contractor shall have deducted the daily rate for each day without coverage starting from the first day if a replacement is not found after 14 days in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.18.19 While missed services due to student absences do not require make up, the Contractor shall implement due diligence actions that satisfy DCPS requirements to ensure students receive the needed services. Refer to DCPS Missed Services, Truancy and Due Diligence Guidelines in attachment J.11.

C.5.19 Prior to accepting graduate level students, the Contractor shall :

- Obtain advance approval from DCPS' Speech-Language Pathology Program Manager;
- Ensure there is a current Memorandum of Agreement between DCPS and University; and
- Ensure graduate student complete the mandatory DCPS volunteer application and clearance process; see section C.2 item number 10.

C.5.20 The Contractor shall furnish upon request to DCPS, the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR § 455.105(b).

C.5.21 Contractor shall search the HHS-OIG List of Excluded Individuals/Entities (LEIE) database, and other databases as directed, for employees providing direct services. This must occur at the initial start of service and on a monthly basis thereafter.  
<http://exclusions.oig.hhs.gov>

C.5.22 The Contractor shall collaborate with DCPS current DCPS, OSI, IPD, Related Services and Speech-Language Pathology Program goals and initiatives. Each school year, these initiatives and goals will be provided to the Contractor.

C.5.23 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

#### **C.5.24 OPTIONAL TEMPORARY SPEECH SERVICES**

C.5.24.1 The Contractor shall have the ability to provide temporary coverage at schools left uncovered by DCPS Staff due to extended leave (i.e. maternity) to complete any assigned speech therapy services after being provided at least 30 days notice

C.5.24.2 The Contractor also shall:

- a. provide immediate temporary coverage at schools left uncovered by the former staff to complete any assigned speech therapy services; and
- b. cover the cost of any independent speech services generated by the lack of Speech-Language Pathology coverage at schools.

#### **C.6. CONSEQUENCES OF NON-COMPLIANCE**

C.6.1 In the event of non-performance or violation or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall the right to seek sanctions and penalties as shall be appropriate.



C.6.2 DCPS shall issues directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its options in addition to any other remedies availability to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

<b>Provision and Solicitation Reference</b>	<b>Damages Per Occurrence</b>
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	If a replacement is not found within 14 days, the Contractor agrees to have daily rate deducted per each day until the position is filled.
C.5.3.1, C.5.3.2, C.5.3.3, C.5.3.5	C.5.3.4, C.5.18.16
The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.
C.5.1.1, C.5.1.2	
The Contractor shall ensure all staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	For each staff without the required NPI, DCPS will dispute all billed hours for the staff without an NPI.
C.5.2.6	
The Contractor shall complete screenings and assessments (including bilingual) within 45 days from parental consent date.	The Contractor shall be penalized \$100 per day for late assessments on their monthly invoices, with a maximum amount of \$1,000.
C.4.4	C.5.15.2
The Contractor shall document 95% of IEP services into SEDS on Monday by noon.	Each week a staff fails to fully document for each student, the Contractor will be penalized the Contractor's hourly rate for each hour not documented timely.
C.5.18.2	
All service tracker notes must be finalized by the 5 <sup>th</sup> of the following month.	DCPS will penalize the vendor \$100 per student each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.
C.5.18.5	
The Contractor shall deliver minimum of 80% of all IEP prescribed services to each student on caseload.	Contractor will be penalized the Contractor's hourly rate for each hour missed service hour in the Contractor's final invoice.
C.5.18.6	C.5.8.13
All missed sessions must be made-up per makeup plan. This should occur within the quarter.	Contractor will be penalized the Contractor's hourly rate per hour of non-made up services.
C.5.18.13	C.5.8.13
The Contractor is responsible for finding a replacement within 14 days.	The Contractor shall be charged daily rate penalty after the 14 days until a replacement is secured.
C.5.3.3	C.5.3.4

### C.6.3 Non Compliance Appeal

C.6.3.1 Appeals shall be handled according to applicable law and policy.

## C.7 DCPS RESPONSIBILITIES AND TASKS

C.7.1 DCPS will collaborate with the Contractor in determining best matches in assigning each therapist to school(s). DCPS will provide the Contractor with DCPS identification for admission to the schools to which the Contractor is assigned.

C.7.2 DCPS will provide dc.gov email accounts; the Contractor shall require staff access DCPS email accounts at least once per 24 hours. The Contractor shall require staff respond to DCPS emails or DCPS-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business.

C.7.3 DCPS will provide orientation to the schools and access to any programs generally required for school personnel, and SST, ISP, IEPs or Section 504 plans of referred students, along with any other pertinent information that would be helpful in supporting the students.

C.7.4 DCPS will provide the Contractor access to the schools, to student charts, SST, ISP and IEPs, to daily and monthly data related to assessment and services caseloads and staff utilization, and to all documentation pertinent to therapy programming for contracted speech therapy through SEDS.

C.7.6 DCPS SLP Program Manager agrees to support Contractor in the appropriate reengineering of the District's contracted SLP service delivery system, which would include, but not be limited to:

- a. Development and implementation of specific exit/entry criteria
- b. Appropriate discharge of students from caseload including support of student service alignment plan meetings
- c. Implementation of therapy "inclusion" and "group therapy" models when feasible and applicable
- d. Strong management of the District's team leaders to support appropriate reengineering of the delivery system. (i.e.: for every case turned down for discharge/modification of services, DCPS agrees to review that case with the Contractor's clinical director and determine, if applicable, next steps to resolve)

C.7.7 DCPS will also provide a directory of schools inclusive of addresses, email addresses and school telephone numbers.

C.7.8 DCPS will provide an itemized list of the individual students designated to receive services and the assigned school(s) for staff via SEDS.

C.7.9 At any time, DCPS has the option to decrease contractual staffing as DCPS staffing increases.

C.7.10 DCPS will provide training in the use of the designated data management tool in use, which captures each discrete encounter per student (i.e.: SEDS, ASPEN/DC STARS, and PMA)

C.7.11 DCPS will evaluate the Contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.

## **SECTION D: PACKAGING AND MARKING**

**D.1.** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF WORK PERFORMED**

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

### **E.2 RIGHT TO ENTER PREMISES**

The District of Columbia Public Schools or any authorized representative of the District of Columbia, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TYPE OF CONTRACT**

The contract shall be a labor hour type contract with payment based on the unit prices set forth in the price Schedule, Section B.3.

## **F.2 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.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3** The price for the option period shall be as specified in the Section B of the contract.

**F.3.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **F.4 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.9 in accordance with the following:

<u>Solicitation Reference</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level</u>	<u>Surveillance Method</u>	<u>Consequences</u>
1. C.5.4	The Contractor is responsible for ensuring all Contractors and subContractors undergoing the DCPS background check procedures and drug testing.	100%	Beginning of employment	The Contractor shall be prohibited from beginning employment until the all background check procedures have been passed and cleared.
2.	The Contractor	Ensure a	Quarterly	If a replacement is not

C.5.3.1 C.5.3.2 C.5.3.3 C.5.3.5	is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	full-qualified staff is provided for service delivery.	evaluation	found within 14 days, the Contractor shall agree to have daily rate deducted per each day until the position is filled.
3. C.5.2.4 C.5.2.5	The Contractor shall, at its own cost and expense, hire, maintain, or expand its support staff as necessary.		Quarterly evaluation	
4. C.5.3	The Contractor shall ensure that all staff undergoes DCPS interviews and other hiring processes.		Quarterly evaluation  Review of OHC fingerprinting and drug clearance reports.	The Contractor shall be prohibited from starting services until interviewed and approved by DCPS.
5. C.5.13	The Contractor shall ensure all staff attend the mandatory DCPS trainings as determined by the Speech-Language Pathology Program Manager.		Beginning of employment and training sign in sheets.	Attendance will be noted during evaluation  DCPS may request removal of staff for missing mandatory trainings.
6. C.5.13.1 C.5.13.2 C.5.13.3	The Contractor shall ensure all Contractors and subContractors attend the Related Services		Verify professional development sign in sheets	Attendance will be noted during evaluation.  DCPS may request removal of staff for missing mandatory trainings.

	professional development meetings.			
7. C.5.12 C.5.2 C.5.2.1 C.5.2.2	The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.	100%	3 days prior to the start date  Monthly review of certification for each staff with the Contractor's manager	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.  DCPS will inform the Contractor of infractions prior to penalizing using cure letter.  DCPS may not exercise option year with the Contractor.
8. C.5.2.6	The Contractor shall ensure all staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	Due five (5) days prior to starting in DCPS as a Speech-Language Pathologists	Bi-Monthly Meetings	For each staff without the required NPI, DCPS will dispute all billed hours for the non-licensed staff.  DCPS will inform the Contractor of infractions prior to penalizing using cure letter.  DCPS may not exercise option year with the Contractor.
9. C.5.15 C.5.15.1 C.5.15.2	The Contractor shall complete screenings and assessments (including bilingual) within 45 days from parental consent date.	95% of the time	Weekly	The Contractor shall be penalized \$100 per day for late assessments on their monthly invoices, with a maximum amount of \$1,000.

10. C.5.18.2	The Contractor shall document 95% of IEP services into SEDS on Monday by noon.	95% of the time	Weekly/Monthly review of SEDS documentation data	Each week a staff fails to fully document for each student, the Contractor will be penalized the Contractor's hourly rate for each hour not documented timely.  After the 4 <sup>th</sup> incident, staff must be replaced after 30 days.
11. C.5.18.5	All service tracker notes must be finalized by the 5 <sup>th</sup> of the following month.	100% of the time		Invoice payment will be disputed.  DCPS will penalize the vendor \$100 per student each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.  Compliance will be noted during evaluation in regards to extending Option Years.  DCPS may request removal of staff for non-compliance.
12. C.5.18.6	The Contractor shall deliver minimum of 80% of all IEP prescribed services to each student on caseload.	100% of the time	Monthly monitoring of delivered services data  Quarterly, DCPS will calculate the amount of missed services student.	Invoice payment may be disputed  Contractor will be penalized the Contractor's hourly rate for each hour missed service hour in the Contractor's final invoice.
13.	The Contractor	100% of the	Monthly	Compliance will be

C.5.18.8	adheres to OSI Due Diligence Guidelines	time		noted during evaluation in regards to extending Option Years.
14. C.5.18.12	All missed sessions must be made-up per makeup plan. This should occur within the quarter.	100% of the time	Monthly	Contractor will be penalized the Contractor's hourly rate per hour of non-made up services.
15. C.5.18.15	The Contractor shall replace any missing staff within 14 calendar days.	100% of the time	Monthly	The Contractor shall be charged daily rate penalty after the 14 days until a replacement is secured.
16. C.5.16.14	The Contractor shall be 100% compliant with DCPS RMTS	95% of the time	Quarterly	Compliance shall be noted during evaluation.
17. C.5.18.13	Provide make-up services by the first day of the last week of school on the academic calendar for all missed services	Minimum of 80% of services delivered for each student's ISP, IEP, or 504 plan for 100% of all students.	Monthly/Quarterly	<p>Make-up sessions should be initiated within 20 days of missed service, but</p> <p>The Contractor shall develop make-up plan in agreement with DCPS.</p> <p>Contractor will be penalized the Contractor's hourly rate per hour of non-made up services from Contractor's final invoice.</p>
18. C.5.18.14	The Contractor shall be responsible for notifying DCPS two			The Contractor shall be charged daily rate penalty after the 14 days until a replacement is



	weeks ahead of time when a staff shall be resigning or is on extended leave of absence. The Contractor shall be responsible for finding a replacement within that time period.			secured.
19. C.5.12.12	The Contractor shall acknowledge the right for DCPS to request dismissal of the Contractor staff based on a lack of performance.		Bi-monthly meetings with the Contractor's clinical manager.  Quarterly meetings with the Contractor	The Contractor has the opportunity to address the specific performance issues within 30 days after receipt by the Contractor or written notice from DCPS of such lack of performance.
20. C.5.13.2	The Contractor shall attend bi-monthly, and quarterly meetings.			DCPS may not exercise option year
21. C.5.10	The Contractor shall adhere to DCPS Speech-Language Pathology Guidebook.		Bi-monthly meetings with the Contractor's clinical manager.	DCPS may not exercise option year

**F.4.1** 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.3.2.

#### **F.4.2. FIRST SOURCE EMPLOYMENT REPORTS**

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. If the reports are not submitted as part of the deliverables, final payment to the Contractor will not be paid.

#### **F.5 NOTICE OF DISAPPROVAL**

- F.5.1.** The CA shall provide written notice of disapproval of a deliverable to the Contractor within fourteen (14) days of submission if it is disapproved.
- F.5.2.** The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the contract requirements.

#### **F.6 RESUBMISSION WITH CORRECTIONS**

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the deliverable.

#### **F.8 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION**

Within thirty (30) business days following resubmission of any disapproved deliverable, the CA shall give written notice to the Contractor of the approval, conditional approval or disapproval.

#### **F.8. FAILURE TO RESPOND TO RESUBMISSION**

In the event that the CA fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the CA in writing that it intends to delay subsequent work until the CA responds in writing to the resubmission.

### **SECTION G: CONTRACT ADMINISTRATION DATA**

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

- G.1.1.** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B of the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2.** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

**G.2.1.** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contract Administrator (CA), specified in section G.9.2. The address of the CFO is:

DCPS Office of the Chief Financial Officer  
1200 First Street, N.E. 11th floor  
Washington, D.C. 20002  
Attn: Special Education Payment Unit

OR Email to: [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov)

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

**G.2.2.1.** Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);

**G.2.2.2.** Contract number, page one (1) block number two (2) and purchase number order number. (Contractor shall not provide any services without a valid purchase order to pay for services to be rendered)

**G.2.2.3.** Description, price, quantity and the date (2) that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified) Contractor shall only invoice for completed reports accepted by the CA;

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

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

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

**G.2.2.7.** Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and

**G.2.2.8.** Authorized signature.

**G.2.2.9** Contractor shall follow invoicing instructions outline above. Contractor shall be paid after invoices have been properly submitted, reviewed and approved by DCPS.

## **G.3. FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1.** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

**G.3.2.** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

#### **G.4. METHOD OF PAYMENT**

##### **G.4.1 PARTIAL PAYMENTS**

Unless otherwise specified in the contract, payment will be made on partial deliveries of goods and services accepted by 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 item in accordance with the agreed upon delivery schedule.
  - ‘Payment will 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
- c) Presentation of a properly executed invoice

##### **G.4.2. ELECTRONIC PAYMENTS**

**G.4.2.1.** The District reserves the option to make payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days’ notice prior to the effective date of any such change.

**G.4.2.2.** Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

#### **G.5. ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1.** In accordance with 27 DCMR 3250, unless otherwise prohibited by the contract, the Contractor may assign funds due or to become due as a result of the performance of the contract to a bank, trust company, or other financing institution.

**G.5.2.** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3.** Notwithstanding an assignment of money claims pursuant to authority contained in this Contract, 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 date \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_ (name and address of assignee).

## **G.6. THE QUICK PAYMENT CLAUSE**

### **G.6.1. INTEREST PENALTIES TO CONTRACTORS**

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 15<sup>th</sup> day after the required payment date for any other item.

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

### **G.6.2. PAYMENTS TO SUBCONTRACTORS**

**G.6.2.1.** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.6.2.2 .** The Contractor must pay any lower-tier 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 15<sup>th</sup> day after the required payment date for any other item.

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

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

### **G.6.3. Subcontract requirements**

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

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

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Andrea Simpson  
Director, Contracts Management  
1200 1<sup>st</sup> Street, NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-724-1501  
Fax: 202-442-5634  
E-Mail: andrea.simpson2@dc.gov

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

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

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

- G.9.1.** The CA will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1.** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2.** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3.** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4.** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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

**G.9.2.** The address and telephone number of the Contract Administrator (CA) is:

Kenyetta Singleton  
Program Manager, Speech-Language Pathology & Audiology Program  
DCPS' Office of Specialized Instruction  
1200 First Street, NE  
Washington, DC 20002  
202-907-7682  
(202) 654-6099  
kenyetta.singleton@dc.gov

**G.9.3.** It is understood and agreed, in particular, that the CA shall NOT have the authority to:

**G.9.3.1.** Award, agrees to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

**G.9.3.2.** Grant deviations from or waive any of the terms and conditions of the contract;

**G.9.3.3.** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

**G.9.3.4.** Change the period of performance; or

**G.9.3.5.** Authorize the furnishing of District property, except as specified under the contract.

**G.9.4.** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10. CORRECTIVE ACTION – WITHHOLDING OF PAYMENTS**

**G.10.1.** In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.1, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established

by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

**G.10.2.** The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or in any policies and procedures prescribed by the Government of the District of Columbia.

## **G.11. ORDERING CLAUSE**

**G.11.1.** Any supplies and services to be furnished under the contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.

**G.11.2.** All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.

**G.11.3.** If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

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

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

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

**H.1.2.** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

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

Unless the Living Wage Act of 2015 requires a higher wage, the Provider shall be bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 15, dated June 2013 and subsequent revisions issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the



revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable price adjustment.

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

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 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, sec. 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.6) in which the Contractor shall agree that:

**H.5.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

**H.5.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

for the preceding month. The contract compliance report for the contract shall include the:

- H.5.3.1** Number of employees needed;
- H.5.3.2** Number of current employees transferred;
- H.5.3.3** Number of new job openings created;
- H.5.3.4** Number of job openings listed with DOES;
- H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - H.5.3.6.1** Name;
  - H.5.3.6.2** Social Security number;
  - H.5.3.6.3** Job title;
  - H.5.3.6.4** Hire date;
  - H.5.3.6.5** Residence; and
  - H.5.3.6.6** 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:

**H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

**H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

- H.5.5.2.1** Material supporting a good faith effort to comply;
- H.5.5.2.2** Referrals provided by DOES and other referral sources;
- H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
- H.5.5.2.4** Any documentation supporting the waiver request pursuant to section H.5.6.

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

- H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
- H.5.6.2** 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of

Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.5.6.4** 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 program and activities. See 29 U.S.C. 794 et seq.

**H.7. AMERICANS WITH DISABILITIES ACT OF 2009(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](http://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](http://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 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract 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 is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.3** The names and addresses of all proposed subContractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
  - H.9.2.4** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
  - H.9.2.5** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
  - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the sub-Contractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
  - H.9.2.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
  - H.9.2.8** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and
  - H.9.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> 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.9.3.1** The dollar amount of the contract or procurement;
  - H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the sub-contractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** 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.9.4 SubContractor Standards**

**H.9.4.1**A prime Contractor shall ensure that subContractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to 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.

#### **H.10 Contractor RESPONSIBILITIES**

Refer to Section C.7

#### **H.11. FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**

##### **H.11.1. COOPERATION WITH THE DISTRICT**

The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care. The Contractor shall cooperate and assist the District of

Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.

## **PART II - CONTRACT CLAUSES**

### **SECTION I: 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](http://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 this 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 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.

### **I.4      TIME**

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

### **I.5      RIGHTS IN DATA**

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

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



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

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this 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 this 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 this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this 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 this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** 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 this contract, or (ii) based upon any data furnished under this 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 OTHER Contractors**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any sub-contractor 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 sub-contractor shall be subject to every provision of this 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.8 INSURANCE**

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its sub-contractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
  4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
  5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and

automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.

6. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

7. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
8. 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.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

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

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

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

Ms. Glorious Bazemore  
Chief Procurement Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
Washington, DC 20002  
Email: [glorious.bazemore@dc.gov](mailto:glorious.bazemore@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 sub-contractors in the performance of this contract.

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

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

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

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

### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the

highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference 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

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

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

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

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

### **SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103 Rev. 16, dated July 8, 2015
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet

<b>Attachment Number</b>	<b>Document</b>
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.9</b>	OSI 14-15 Programs & Resources Guide for Staff
<b>J.10</b>	Untimely Assessment and Due Diligence Guidelines
<b>J.11</b>	Missed Related Service Sessions, Truancy and Due Diligence Guidelines
<b>J.12</b>	SY 2014 – 2015 DCPS Speech-Language Pathology Program Guidebook
<b>J.13</b>	Private Religious Organizations – Statement of Services
<b>J.14</b>	DC Public School Attendance Intervention Protocol
<b>J.15</b>	Cost Price Disclosure Certification
<b>J.16</b>	IEP Case Management for Speech-Language Pathologists
<b>J.17</b>	Sample Contractor Invoice Cover
<b>J.18</b>	Sample Contractor Invoice Time Tracking Form
<b>J. 19</b>	Sample Contractor Staffing Roster

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

Bidder/Offeror Certification Form

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



## **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 offeror whose offer conforming to the solicitation 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 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **11:00 AM. on Monday, July 27, 2015** at The District of Columbia Public Schools, Office of Contracts and Acquisition, 1200 First Street, N.E., Conference Room 1112, Washington, DC 20002, Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference a structure and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance rooster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will be posted on the OCA website at:

<http://dcps.dc.gov/DCPS/About+DCPS/Doing+Business+with+DCPS/Procurement/Solicitations>

### **L.3 PROPOSAL ORGANIZATION AND CONTENT**

#### **L.3.1 PROPOSAL FORM, ORGANIZATION AND CONTENT:**

L.3.2 One original and 6 (six) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Additionally, one electronic version of the technical proposal shall be submitted on CD. 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-2015-R-0046, Speech-Language Pathology

- L.3.3 Offerors are directed to the specific proposal evaluation criteria found in Section M of This solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall 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.

#### **L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

##### **L.4.1 Proposal Submission**

Proposals shall be submitted no later than **Wednesday, August 19, 2015 at 4:00 p.m.** at District of Columbia Public Schools, Office of Contract and Acquisitions, 1200 First Street, NE, 11th Floor, Washington, DC 20002. 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:

- L.4.1.1 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;
- L.4.1.2 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
- L.4.1.3 The proposal is the only proposal received.

##### **L.4.2 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.4.3 Postmarks**

L.4.3.1 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.4.4 Late Modifications**

L.4.4.1 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.4.5 Late Proposals**

L.4.5.1 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.5 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. The prospective offeror shall submit questions no later than 4 pm on July 29, 2015. The District will not consider any questions received after July 29, 2015. The District shall post all responses via amendment to the Office of Contracts and Acquisitions Website for all prospective offerors. 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.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 non-responsive and unacceptable if it fails to include pricing for the option years.

**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, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 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 visual and other presentation aids are neither necessary nor desired.

**L.10 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.11 PROPOSAL COSTS**

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

**L.12 CERTIFICATES OF INSURANCE**

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

Ms. Glorious Bazemore  
Chief Procurement Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
Washington, DC 20002  
Email: glorious.bazemore@dc.gov

### **L.13 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.14 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.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** 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.15.3** 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.16 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.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.17.1** To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.

## **L.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 relevant documentation within five (5) days of the request by the District.

**L.18.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (l) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (m) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (n) Has a satisfactory performance record;
- (o) Has a satisfactory record of integrity and business ethics;
- (p) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (q) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (r) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (s) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (t) Has not exhibited a pattern of overcharging the District;
- (u) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (v) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.18.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.19 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.19.1** In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

- Minimum of five (5) years in business as a company providing school-based speech-language pathology services in an urban school setting

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror 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.2 TECHNICAL RATING**

### **M.2.1** The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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 which may be correctable.
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.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

## **M.3 EVALUATION CRITERIA**

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

### **M.3.1 TECHNICAL CRITERIA**

**(50 point maximum)**

#### **a. Demonstrated Experience**

**(30 point maximum)**

1. Include a section labeled “Demonstrated Experience”.

- Company background / history (Refer to section C.4)
- Sample professional development training outline, agenda, goals, objectives and speakers bio for the proposed one (1) all day session (Refer to section C.5.14 and C.5.14.3)
- Proof of ASHA Continuing Education Unit (CEU) Provider status (Refer to Section C.5.14.5)
- Sample Contractor Performance Assessment and plan consistent with DCPS IMPACT (Refer to Section C.2 item number 11, C.5.12.9, C.5.12.10)
- Sample Contractor Thirty Day Performance Plan (Refer to section C.5.2.11)

2. Include a section labeled “Previous Urban School Contracts”.

Identify and describe two previous or current contracts providing speech and language therapy services to an urban school-based setting as a Contractor. The two contracts must be similar to the staff size and scope described in your proposal to DCPS (See Section C.1.2)

Include the following information for each of the two contracts:

- Client name (contact name, address, email and phone number of contracting administrator)
- Term dates of contract
- Services provided
- Number of assigned full-time equivalent (FTE) staff similar to proposed plan
- Number of students serviced
- Total Contract Amount
- Specialized skills provided
- Goals, Achievements & Outcomes (See section C.1.5)
- Reference letter from the contract administrator on the organization’s letterhead

#### **b. Professional Qualifications**

**(20 point maximum)**

1. Provide documentation to support the qualifications of each Speech-Language Pathologist proposed in the cost section B.2.

Documentation must consist of copies of:

- Completed Contractor staffing plan using Contractor Staffing Roster and Plan form. Refer to Document J.19 (See section C.5.6, C.5.6.3)
  - Sample floating staff plan must be included in the vendor staffing plan using DCPS’ form (Refer to section C.5.6.3)

- Resume (Refer to section C.5.5, C.5.5.1)
- Current DC DOH License and OSSE certificate in Speech-Language Pathology (Refer to section C.5.1.2)
- Certificates of specialized trainings (Refer to C.5.14)
- Proof/evidence of school-based experience (Refer to C.5.2.2 and C.5.2.3)

### **M.3.2 PRICE CRITERION**

**( 50 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**

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, veteran-owned, local manufacturing, 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.5.1.1** Any prime 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.5.1.2** Any prime 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.5.1.3** Any prime Contractor that is a longtime resident business (LRB) 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 LRB in response to this RFP.
- M.5.1.4** Any prime 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.5.1.5** Any prime 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.5.1.6** Any prime 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.5.1.7** Any prime Contractor that is a veteran-owned business (VOB) 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 VOB in response to this RFP.
- M.5.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) 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 LMBE 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 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 Contractor 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 Contractor 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 Contractors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **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.

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