



NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

Page No. 1 of 49 pages

ISSUED BY: Office of Fiscal Strategy, Contracts and Acquisitions Division
ADDRESS: 1200 First Street, NE, 9th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2026-C-0205 **SOLICITATION NO:** GAGA-2026-R-0205
PROGRAM OFFICE: Office of Operations, Food and Nutrition Services
CAPTION: Milk Distribution

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:

PURCHASE ORDER NUMBER:

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

Contractor's Name: Keany Produce & Gourmet.

BY:

Signature of Authorized Representative

Chris J. Keany, President

Title

September 25, 2026

Date

3310 75th Ave Landover MD 20875

Mailing Address of Contractor

(301-772-3333

Telephone No.

Fax

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Tabitha Woods Jackson
Contracting Officer

Tabitha Woods Jackson 9/28/26

Type or Print Name

Date

The information contained in the box below is for District of Columbia Public School use only and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT:

From: October 01, 2026, though September 30, 2027

CONTRACT AMOUNT: \$148,047.31

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

B.1 The District of Columbia Public School (DCPS), Office of Fiscal Strategy, Contracts & Acquisitions Division, on behalf of the Office of Operations Food & Nutrition Services (The District) is seeking Contractor(s) to The Contractor shall provide and deliver milk and other products to identified DCPS school sites participating in the Child Nutrition (CN) Programs, including but not limited to the School Breakfast Program (SBP), National School Lunch Program (NSLP), After-school snack program (ASSP), the at-risk Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP). DCPS operates these programs through the United States Department of Agriculture (USDA) as administered by the Office of the State Superintendent of Education (OSSE). DCPS is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals.

B.1.1 The Contractor shall provide produce and other food service supplies related to meals served at seven sites: Excel Academy, Bard High School Early College, Burroughs Elementary, Langdon Elementary, Langley Elementary, McKinley Education Campus and Dunbar High School, which shall also be recognized as the Ordering Agencies

B.2 The District contemplates a single award of fixed price Requirements Contract in accordance with 27 DCMR Chapter 24.

B.3 REQUIREMENTS CONTRACT

DCPS shall purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein represent the best available estimates. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered or that conditions affecting requirements shall be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by DCPS or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, section G.5.1. DCPS may issue orders requiring delivery to multiple destinations or performance at various locations. If DCPS urgently requires delivery before the earliest date specified in this contract, and if the Contractor does not accept an order providing for accelerated delivery, DCPS may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. DCPS may issue orders requiring delivery to multiple destinations or performance at various locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and DCPS's rights and obligations concerning that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to make any deliveries under this contract after September 30, 2027

B.5 PRICE SCHEDULE**B.4.1 Base Period October 01, 2026, to September 30, 2027:**

CLIN	Description	Est Total Quantity	Unit Price (\$)	Estimated Total Price (\$)
0001	Milk, white, 1% low fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	150,000	\$0.40	\$59,850.00
0002	Milk, fat free, skim, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	135,000	\$0.38	\$51,300.00
0003	Milk, white, 1% low fat, 1 Gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$4.89	\$244.38
0004	Milk, fat free, skim, 1 gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	5	\$4.99	\$24.94
0005	Milk, white, whole, bulk, Grade A, pasteurized and homogenized, Vitamin A and D.	1	\$27.50	\$27.50
0006	Milk, white, 2% fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.38	\$19.00
0007	Milk, white, whole, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.38	\$19.00
0008	Milk, Lactose-Free skim, 8 fluid oz, Grade A, pasteurized and homogenized, Vitamin A and D.	45,000	\$0.81	\$36,562.50
Estimated Total Price				\$148,047.31

B.4.2 Option Year One – October 1, 2027, to September 30, 2028:

CLIN	Description	Total Quantity	Unit Price (\$)	Total Price (\$)
1001	Milk, white, 1% low fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	150,000	\$0.4100	\$61,500.00
1002	Milk, fat free, skim, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	135,000	\$0.3900	\$52,650.00
1003	Milk, white, 1% low fat, 1 Gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$5.1400	\$257.00
1004	Milk, fat free, skim, 1 gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	5	\$5.1400	\$25.70
1005	Milk, white, whole, bulk, Grade A, pasteurized and homogenized, Vitamin A and D.	1	\$28.3500	\$28.35
1006	Milk, white, 2% fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.3900	\$19.50
1007	Milk, white, whole, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.3900	\$19.50

1008	Milk, Lactose-Free skim, 8 fluid oz, Grade A, pasteurized and homogenized, Vitamin A and D.	45,000	\$0.8300	\$37,350.00
Estimated Total Price				\$151,850.05

B.4.3 Option Year Two – October 1, 2028, to September 30, 2029:

CLIN	Description	Total Quantity	Unit Price (\$)	Total Price (\$)
2001	Milk, white, 1% low fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	150,000	\$0.4300	\$64,500.00
2002	Milk, fat free, skim, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	135,000	\$0.4100	\$55,350.00
2003	Milk, white, 1% low fat, 1 Gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$5.3100	\$265.50
2004	Milk, fat free, skim, 1 gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	5	\$5.3100	\$26.55
2005	Milk, white, whole, bulk, Grade A, pasteurized and homogenized, Vitamin A and D.	1	\$29.2300	\$29.23
2006	Milk, white, 2% fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4100	\$20.50
2007	Milk, white, whole, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4100	\$20.50
2008	Milk, Lactose-Free skim, 8 fluid oz, Grade A, pasteurized and homogenized, Vitamin A and D.	45,000	\$0.8700	\$39,150.00
Estimated Total Price				\$159,362.28

B.4.4 Option Year Three – October 1, 2029, to September 30, 2030:

CLIN	Description	Total Quantity	Unit Price (\$)	Total Price (\$)
3001	Milk, white, 1% low fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	150,000	\$0.4400	\$66,000.00
3002	Milk, fat free, skim, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	135,000	\$0.4200	\$56,700.00
3003	Milk, white, 1% low fat, 1 Gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$5.4700	\$273.50
3004	Milk, fat free, skim, 1 gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	5	\$5.4700	\$27.35
3005	Milk, white, whole, bulk, Grade A, pasteurized and homogenized, Vitamin A and D.	1	\$30.1300	\$30.13
3006	Milk, white, 2% fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4100	\$20.50

3007	Milk, white, whole, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4100	\$20.50
3008	Milk, Lactose-Free skim, 8 fluid oz, Grade A, pasteurized and homogenized, Vitamin A and D.	45,000	\$0.9000	\$40,500.00
Estimated Total Price				\$163,571.98

B.4.5 Option Year Four – October 1, 2030, to September 30, 2031

CLIN	Description	Total Quantity	Unit Price (\$)	Total Price (\$)
4001	Milk, white, 1% low fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	150,000	\$0.4500	\$67,500.00
4002	Milk, fat free, skim, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	135,000	\$0.4300	\$58,050.00
4003	Milk, white, 1% low fat, 1 Gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$5.6400	\$282.00
4004	Milk, fat free, skim, 1 gallon, Grade A, pasteurized and homogenized, Vitamin A and D.	5	\$5.6400	\$28.20
4005	Milk, white, whole, bulk, Grade A, pasteurized and homogenized, Vitamin A and D.	1	\$31.0700	\$31.07
4006	Milk, white, 2% fat, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4300	\$21.50
4007	Milk, white, whole, 8 fluid ounces, Grade A, pasteurized and homogenized, Vitamin A and D.	50	\$0.4900	\$24.50
4008	Milk, Lactose-Free skim, 8 fluid oz, Grade A, pasteurized and homogenized, Vitamin A and D.	45,000	\$0.9100	\$40,950.00
Estimated Total Price				\$166,887.27

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit, with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

For contracts more than \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>; under Quick Links, click on “Required Solicitation Documents

B.6.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in providing goods or performing services under this contract pursuant to the nonprofit

organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, it may elect to include its indirect costs in its rates instead.:

- (1) As calculated using a de minimis rate of 10% of all direct costs under this contract.
- (2) By negotiating a new percentage indirect cost rate with the awarding agency.
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect cost rates in accordance with B.4.2 or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.6.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.6.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public School (DCPS), Office of Fiscal Strategy, Contracts & Acquisitions Division, on behalf of the Office of Operations Food & Nutrition Services (The District) is seeking Contractor(s) to furnish produce items and other food service related products and delivery to its self-operating school sites participating in the Child Nutrition Programs including but not limited to the National School Breakfast (SBP), Lunch (NSLP), After-School Snack (ASSP), Fresh Fruit and Vegetable (FFVP), Summer Food Service Program (SFSP), and the Child and Adult Care Food At-Risk Supper Programs (CACFP), established by the United States Department of Agriculture code of Federal regulations, the DC Healthy Schools Act of 2010 (and amendments) and the DC Healthy Students Amendment Act of 2018 sets forth the terms and conditions applicable to the proposed procurement. The successful offeror shall deliver in accordance with the menu requirements for each applicable program.

C.1.1 The Contractor shall provide produce and other food service supplies related to meals served at seven sites: Excel Academy, Bard High School Early College, Burroughs Elementary, Langdon Elementary, Langley Elementary, McKinley Education Campus and Dunbar High School, which shall also be recognized as the Ordering Agencies.

C.2 APPLICABLE DOCUMENTS

The following documents apply to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date	Location
1	Heathy Hunger Free Kids act as amended	2010	Text - S.3307 - 111th Congress (2009--Free Kids Act of 2010 Congress.
2	DC Healthy Schools Act, as Amended	2019	Healthy Schools Act Informational Guide 12.13.19.pdf
3	DCPS Local Wellness Policy	2022	https://dcps.dc.gov/page/localwellness-policy
4	Buy America Provision, Section 18, as amended	2017	

C.3 DEFINITIONS

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

C.3.1 CN Label – the Child Nutrition Labeling Program which is a voluntary Federal labeling program administered by the Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture, and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. The program requires an evaluation of a product’s formulation by FNS to determine its contribution toward the meal pattern requirements. Contractors shall provide the Child Nutrition (CN) Label or Certified Nutritional Analysis on all protein sources. Upon award of the contract, the contractor shall supply the SFA with the specifications of the ingredients and nutrient analysis of all items that are to be processed. The nutrient analysis shall indicate the portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements for each food component provided. Also, the name of the software system used to prepare the analysis shall be included.

C.3.2 Commodities – USDA and or DOD commodities;

C.3.3 Commodity Entitlement –the total value of USDA commodities available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.

C.3.4 End Product – a food product that contains processed USDA donated foods.

C.3.5 EPPS – Environmentally Preferable Product or Services: A good or service that is less harmful to human health and the environment when compared with competing goods or services that serve the same purpose. The factors to be compared include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Information on EPPSs recognized by the District and their corresponding EPPS requirements can be found here: <https://doee.dc.gov/service/sustainable-purchasing>

- C.3.6 Farm to School** - Farm to school (FTS) connects schools (k-12) and local farms with the objectives of serving healthy meals in schools; improving student nutrition; providing agriculture, health, and nutrition education opportunities; and supporting local and regional farmers.
- C.3.7 FFVP** – the Fresh Fruit and Vegetable Program that provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day.
- C.3.8 FSIS** – USDA Food Safety and Inspection Service
- C.3.9 Geographic Preference** – applies when procuring unprocessed locally grown or locally raised agricultural products in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia;
- C.3.9.1 HACCP** - Hazard Analysis and Critical Control Points (systematic preventive approach to food safety)
- C.3.10 HSA** – the Healthy School Act, D.C. Law 18-209 passed by the City Council for the District of Columbia to establish local nutritional standards for school meals;
- C.3.11 LEA** - Local Education Agency;
- C.3.12 Local Products in School Meals** - breakfast, lunch, after-school snacks; and in classroom snacks, taste tests, and educational tools;
- C.3.13 Locally grown** – from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.
- C.3.14 SFA** - School Food Authority
- C.3.15 Unitized meal** – an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk;
- C.3.16 Unprocessed** – foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, high fructose corn syrup, or dyes.
- C.3.17 USDA Commodity Value** – the stated case value of USDA commodity foods as of the November 15 commodity file report as of the previous year.
- C.3.18 Value Pass Through)** – the act of crediting the value of USDA Foods contained in an end-product to an eligible SFA.
- C.4 BACKGROUND**
- C.4.1** DCPS is participating in the Good Food Purchasing Program, a metric-based, flexible framework that encourages large SFAs to direct their purchasing power towards six core values and principles:

- i. Equity, Accountability, and Transparency
- ii. Local and Community-Based Economies
- iii. Environmental Sustainability
- iv. Valued Workforce
- v. Animal Welfare
- vi. Community Health and Nutrition.”

C.4.2 To help DCPS make progress toward this goal, the Contractor shall be asked to source products adhering to these values and share purchasing information.

C.5 REQUIREMENTS

WAREHOUSE AND DISTRIBUTION FOOD SAFETY

C.5.1 Upon request, offeror shall provide a copy of licenses and permits that are required by USDA, Federal and Local laws, and regulations.

C.5.2 In the event the Contractor’s license is revoked or if the offeror receives an unfavorable rating notice in accordance with its local jurisdiction, or the Contractor’s facilities are closed for health code violations, the Contractor shall notify the Contracting Officer (CO) and the Contract Administrator (CA) prior to the next scheduled delivery.

C.5.3 DCPS reserves the right to terminate the contract for default without advance notice in the event the contractor is closed for the reasons cited in C.5.2 above.

C.5.4 The Contractor shall develop and maintain a food safety program (U.S. Food and Drug Administration Hazard Analysis Critical Control Points) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards. These shall be in compliance with current Federal, State, and Local Food Safety Standards and Regulations.

C.5.5 The Contractor shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications in grade and microbiological standards. The program must extend to the finished products and ingredients compliance with portion size and nutrient content.

C.5.6 The Contractor shall develop and maintain a program for warehousing and distribution to ensure the following:

- a) Usage of first-in-first-out principles;
- b) Product shelf life is monitored;
- c) Items are free of damage;
- d) Correct items and quantities are selected and delivered;
- e) Customer satisfaction is monitored;
- f) Product discrepancies and complaints are resolved, and corrective action is initiated;
- g) Suppliers of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the SFA;
- h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health

- Administration (OSHA) requirements; and
- i) Salvaged items or products are not to be used.

C.5.7 The Contractor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to DCPS. Any findings by a USDA's FSIS, State or Local inspection of the Contractor facility that documents a critical sanitary deficiency shall be reported immediately to the CO with an attached report of the corrective action taken within seven (7) business days from discovery.

C.5.8 The Contractor shall ensure that all products delivered conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA effective from date of award and implemented at the time of delivery.

STORED PRODUCTS PEST MANAGEMENT PROGRAM

C.5.9 The Contractor shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the Contractor shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

BUY AMERICAN PROVISION

C.5.10 The Contractor agrees to purchase food and food products in accordance with the "Buy American" Provisions in the Richard B. Russell National School Lunch Act's (NSLA) including Public Law 105-336, section 12(n) of the NSLA (42 USC 1760(n) to purchase domestically grown and processed Foods, to the maximum extent practicable. This provision supports American agriculture. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown.

C.5.11 The SFA requires Contractor shall provide assurance to comply with Buy American provision by:

C.5.12 Providing grower (farmer) product label and location information so that the SFA can determine country of origin before ordering.

C.5.13 Limited exceptions to the Buy American provision will be allowed. To allow the exception, the SFA shall determine that other domestic sources of the product are not available, the product is not easily substituted, and it is not the best time to purchase a product. If exception shall be allowed; it is as a last resort. These exceptions include:

C.5.13.1 A product not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality; or,

- C.5.13.2** Costs of a United States product is significantly higher than the non-domestic product.
- C.5.14** The Contractor shall notify the SFA of any food items that is not in compliance with the “Buy American Provision” clause (non-domestic product (s)). DCPS must approve the use of non-domestic products.
- C.5.15** The Contractor shall, upon request, provide “velocity” reporting of usage in all products including, but not limited to: product name, unit type purchased (cases, bunches, packs, etc.), number of units purchased, volume per unit (ounces, pounds, etc.), name and location of each supplier throughout the supply chain to include all distributors, wholesalers, processors, manufacturers, shippers and farm(s) of origin, price per unit, farm or ranch where product is sourced, total dollar value spent at the respective farm or ranch.
- C.5.16** The Contractor shall deliver products between the hours of 7:30am and 11:00am at each location, as listed at Section C.1.2.
- C.5.17** The Contractor shall be prepared to deliver DCPS pre-approved supplemental products in the event of an emergency (refrigeration loss, high usage, etc.) on a same-day basis that may exceed the delivery window stipulated in C.5.16 when requested by DCPS FNS.
- C.5.18** The Contractor shall have at least five (5) years’ experiences as a commercial distributor for school food service and can demonstrate superior service.
- C.5.19** The Contractor shall endeavor to ensure products are Locally Grown or produced with Geographic Preference.
- C.5.20** The Contractor shall remove any packaging of its products which result from deliveries including crates, pallets, wrappers, and the like on each delivery day or more frequently if required to ensure excess trash does not remain and the physical plant is clear and organized.
- C.5.21** The Contractor shall provide deliveries in a manner to accommodate DCPS’ ability to best meet the needs of its students and in balance with physical plant capacities to hold product. This may require daily, twice weekly, or weekly deliveries.
- C.5.22** The Contractor shall ensure a copy of each delivery ticket, signed by an authorized DCPS FNS representative occurs for each delivery.
- C.5.23** As Applicable: The Contractor shall provide CN (Child Nutrition) and Nutrition Information for all products as requested by DCPS FNS. All food products must display nutrition labeling and CN labels as mandated by the U.S.D.A. Contractor shall provide a PFS for items that do not have a CN label.
- C.5.24** The Contractor shall have the capacity and the capability to revamp to meet all fluctuations, changes, and increases in the DCPS demand, quantities, and the locations.

DELIVERY REQUIREMENTS

- C.5.25** The Contractor shall deliver only items and quantities ordered by the DCPS and as specified
-
- C.5.26** Products shall be delivered on mutually agreed scheduled delivery dates to the delivery sites, unloaded, and placed in the designated areas at each school site by the contractor's personnel at each of the locations and times.
- C.5.27** The Contractor shall place all deliveries in a location assigned by person(s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance or outside of the facility. Refrigerated items must be placed in the refrigerator and frozen items must be placed in the freezer, and not left on the floor of the kitchen area or outside of the designated area. Dry items must be placed in the designated dry storage areas.
- C.5.28** DCPS reserves the right to require personal protective equipment for all contractor personnel, including delivery personnel, upon entry to a school site.
- C.5.29** The Contractor shall be responsible for delivery of all products at the specified delivery windows. Adequate freezing, refrigeration or heating shall be provided during delivery of all milk to ensure the wholesomeness of milk at delivery in accordance with State or local health codes.
- C.5.30** DCPS reserves the right to add or delete schools. This will be done by issuing a modification which will be executed by the DCPS CO. Deletion or addition of schools shall be made not less than one week prior to the required state of service.
- C.5.31** Any deviations from the delivery requirements including package size and content by the Contractor may be permitted upon approval by the Contract Administrator or designee.
- C.5.32** The Contractor shall deliver all refrigerated milk at an internal temperature of 40 degrees Fahrenheit or below with a minimum remaining shelf life or best used by life of ten (10) days.
- C.5.33** If a scheduled delivery cannot be executed for any reason, the Contractor shall immediately notify the DCPS designated representative. The Contractor shall provide DCPS with the reason for non-delivery. If the reason is accepted, DCPS designee shall give the Contractor an alternate delivery date and/or time, which shall satisfy the needs at the site(s) missed in the delivery process. The Contractor shall be required to deliver only quantities for which an order was made by DCPS prior to delivery.
- C.5.34** Fluid milk delivered shall have an expiration date on each carton container. The expiration date shall exceed at least ten (10) days beyond the day of delivery, with the exception of milk alternatives such as soy milk, which must have an expiration or best used by date with no less than 60 days remaining beyond the date of delivery.
- C.5.35** The Contractor shall not make deliveries to DCPS on Saturday, Sunday, or on school and federal

holidays unless specified otherwise.

C.5.36 Once a public radio/TV announcement/Social Media Posting of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to DCPS for that day (s) shall be automatically cancelled and DCPS shall not assume responsibility for attempted deliveries. In such circumstances DCPS shall have the right to adjust delivery plans at its discretion.

C.5.37 When schools are closed for snow or other emergencies requiring short notice, the Contractor shall call the designated DCPS representative for disposition of orders.

SUPERVISION AND INSPECTION

C.5.38 The contractor shall provide management and supervision to maintain constant quality control inspections. The contractor shall also ensure specifications are met for product appearance, integrity, and packaging.

RECORD-KEEPING

C.5.39 Delivery tickets must be prepared by the contractor and must be itemized to show the number of products of each type delivered to each school. Designees of the SFA at each school will check adequacy and accuracy of delivery before signing the delivery ticket. Invoices shall be accepted by the school site only if signed by the SFA's designee at the school.

C.5.40 The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:

- Ticket number
- Date of Delivery
- Delivery Address
- Purchase Order Number
- Item Type
- Item Number
- Quantity of Items Delivered
- Unit Price
- Extended Amount
- Carrier Operator's Name
- Signature of SFA designee, receiving the item; and
- Acknowledgement of receiving the items by the SFA designee.

C.5.41 The Contractor shall maintain records supported by delivery tickets and purchase orders for this contract or other evidence for inspection and reference to support payments and claims.

C.5.42 The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the District, and the Comptroller General of the United States at any reasonable time and place.

INSPECTION OF FACILITY

C.5.43 The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U.S. Department of Agriculture regulations.

C.5.44 The Contractor's facilities shall be subject to periodic inspection by State and local health departments, or any other agency designated to inspect meal quality for the State. This shall be accomplished by using Federal (USDA), state or local laws and regulations.

Contract extension to other District of Columbia agencies.

C.5.45 If authorized by the Contractor, this Contract may be extended to other District of Columbia agencies acting through the Office of Contracting and Procurement to purchase at the Contract prices and in accordance with its terms and conditions.

C.5.46 Any District of Columbia agency utilizing this Contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating agency to utilize this Contract.

C.5.47 Each participating agency must execute a separate contract with the Contractor. Contracts entered into with another District of Columbia agency may contain different general terms and conditions that are unique to that agency, including, by way of illustration and not limitation, clauses addressing venue, minority participation, non-discrimination, indemnification, confidentiality, and other applicable terms and conditions. If, when preparing such a contract, the general terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that agency.

C.5.48 Any participating agency shall not be held liable for any costs or damages incurred by another District of Columbia agency as a result of any award extended to that agency by the Contractor.

SECTION D: PACKAGING AND MARKING

D.1 The Contractor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated there under. The Contractor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Contractor shall use standard commercial precautionary markings such as "KEEP FROZEN, KEEP REFRIGERATED".

D.1.2 Cartons – Each carton shall be labeled. Label to include:

- a. Processors' Name(s) and Plant Address(s)
- b. Item Identity
- c. Date of Production
- d. Quantity of Individual Units Per Carton

- D.2** The packaging and marking requirements for the 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 July 2010. (Attachment J.1).
- D.3** Where contractors use packaging in addition to manufacturer packaging, the District encourages contractors to select packaging that minimizes or eliminates the use of disposable containers and/or incorporates recycled content. For example, where appropriate, contractor packaging using reusable crates or reusable pallets is preferred over boxed packaging.
- D.3.1** Contractors shall arrange for timely removal of reusable crates or pallets, if in use.
- D.4** For corrugated cardboard packaging (also known as containerboard packaging), the District encourages vendors to use versions that contain a minimum of 25% by weight of post-consumer materials, which is the minimum post-consumer content level for packaging specified by the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.
- D.5** Contractors are encouraged to use packaging that does not contain packaging inks, dyes, pigments, adhesives, stabilizers, and additives with levels of lead, cadmium, mercury or hexavalent chromium in packaging inks, dyes, pigments, adhesives, stabilizers, and additives equal to or greater than 100 parts per million, which is consistent with packaging statutes adopted by 19 U.S. states. The following exceptions apply to this heavy metal threshold recommendation for packaging:
- D.5.1** Packaging is made from recycled materials.
- D.5.2** Packaging is essential to the protection, safe handling, or function of the package's contents (e.g., medical products and devices).
- D.5.3** Packages and packaging components for which there is no feasible alternative.
- D.5.4** Reusable packaging for products that are subject to other federal or state health, safety, transportation, or disposal requirements (i.e., hazardous waste).
- D.5.5** Packaging has a controlled distribution and reuse (i.e., beverage containers subject to mandatory deposit requirements).
- D.5.6** Packaging or packaging components that is glass or ceramic, where the decoration has been vitrified and when tested and meets specific requirements.
- D.5.7** For a full explanation of exceptions, see Section 5/Exceptions, Toxic in Packaging Clearinghouse Model Legislation, available at: <https://toxicsinpackaging.org/model-legislation/model/>
- D.6** **DELIVERY REQUIREMENTS**
- D.6.1** The Contractor shall deliver only items and quantities ordered by the DCPS and as specified under Section B of the contract.

- D.6.2** Products shall be delivered on mutually agreed scheduled delivery dates to the delivery sites (see Section C.1.2), unloaded, and placed in the designated areas at each school site by the contractor's personnel at each of the locations and times.
- D.6.3** The Contractor shall place all deliveries in a location assigned by person(s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance or outside of the facility. Refrigerated items must be placed in the refrigerator and frozen items must be placed in the freezer, and not left on the floor of the kitchen area or outside of the designated area. Dry items must be placed in the designated dry storage areas.
- D.6.3.1** DCPS reserves the right to require personal protective equipment for all contractor personnel, including delivery personnel, upon entry to a school site.
- D.6.4** The Contractor shall be responsible for delivery of all products at the specified delivery windows. Adequate freezing, refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
- D.6.5** DCPS reserves the right to add or delete schools. This will be done by issuing a modification which will be executed by the DCPS CO. Deletion or addition of schools shall be made not less than one week prior to the required state of service.
- D.6.6** Any deviations from the delivery requirements including package size and content by the Contractor may be permitted upon approval by the Contract Administrator or designee.
- D.6.7** The Contractor shall deliver all refrigerated food at an internal temperature of 41 degrees Fahrenheit or below with a minimum remaining shelf life or best used by life of ten (10) days.
- D.6.8** If a scheduled delivery cannot be executed for any reason, the Contractor shall immediately notify the DCPS designated representative. The Contractor shall provide DCPS with the reason for non-delivery. If the reason is accepted, DCPS designee shall give the Contractor an alternate delivery date and/or time, which shall satisfy the needs at the site(s) missed in the delivery process. The Contractor shall be required to deliver only quantities for which an order was made by DCPS prior to delivery.
- D.6.9** The Contractor shall not make deliveries to DCPS on Saturday, Sunday, or on school and federal holidays unless specified otherwise.
- D.6.10** Once a public radio/TV announcement/Social Media Posting of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to DCPS for that day (s) shall be automatically cancelled and DCPS shall not assume responsibility for attempted deliveries. In such circumstances DCPS shall have the right to adjust delivery plans at its discretion.
- D.6.11** When schools are closed for snow or other emergencies requiring short notice, the Contractor shall call the designated DCPS representative for disposition of orders.

D.7 SUPERVISION AND INSPECTION

D.7.1 The contractor shall provide management and supervision to maintain constant quality control inspections. The contractor shall also ensure specifications are met for product appearance, integrity, and packaging.

D.8 RECORD-KEEPING

D.8.1 Delivery tickets must be prepared by the contractor and must be itemized to show the number of products of each type delivered to each school. Designees of the SFA at each school will check adequacy and accuracy of delivery before signing the delivery ticket. Invoices shall be accepted by the school site only if signed by the SFA's designee at the school.

D.8.2 The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:

1. Ticket number
2. Date of Delivery
3. Delivery Address
4. Purchase Order Number
5. Item Type
6. Item Number
7. Quantity of Items Delivered
8. Unit Price
9. Extended Amount
10. Carrier Operator's Name
11. Signature of SFA designee, receiving the item; and
12. Acknowledgement of receiving the items by the SFA designee.

D.8.3 The Contractor shall maintain records supported by delivery tickets and purchase orders for this contract or other evidence for inspection and reference to support payments and claims.

D.8.4 The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the District, and the Comptroller General of the United States at any reasonable time and place.

D.9 INSPECTION OF FACILITY

D.9.1 The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect product quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number *five, Inspection of Supplies, AND clause number six, Inspection of Services*, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)
- E.1** Any product that does not meet specifications of this procurement will be refused at the point of delivery.
- E.2** This contract does not allow for product substitution without written authorization from the Contract Administrator or authorized designee.
- E.3.** The Contractor shall promptly notify the authorized CA or CA's designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time.
- E.4** An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to DCPS sites.
- E.5** All substitutions in quality and quantity must receive prior approval from the CA or CA's authorized designee to qualify for payment.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be date of award to September 30, 2026.

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

- F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3** The price for the option period shall be as specified in Section B of the contract.
- F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES:

F.3.1 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:

Item Number	Deliverable	Frequency	Format/Method of Delivery	Due Date
001	Invoice Submittals	Monthly	Electronically	immediately upon receipt or as otherwise directed
002	Food Recalls	As Needed	Electronically	Immediately upon discovery
003	Buy American Exemption Letter	As needed	Electronic Document	As a component of the IFB and as needed thereafter
004	Velocity Reports with Locality Data	Annually and as needed	Electronic Document	Each January and as requested

F.3.2 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..

SECTION G: CONTRACT ADMINISTRATION**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 this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL**G.2.1 INVOICE SUBMITTAL (electronic)**

G.2.2 The Contractor shall create and submit applications for payment in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.3 Unless otherwise specified in the Contract, the Contractor shall submit proper invoices monthly.

G.2.4 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, the final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 ORDERING CLAUSE

G.4.1.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.4.1.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order, task order, or this contract, the contract shall prevail.

G.4.1.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.

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

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

G.6 THE QUICK PAYMENT ACT (Feb 2019)

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, 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 at least 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 required payment date. The required payment date shall be:

G.6.1.1.1. The date on which payment is due under the terms of this contract.

G.6.1.1.2 Not later than seven calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat product.

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty that remains unpaid at the end of any 30 days 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 shall take one of the following actions within seven days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the non-payment.

G.6.2.2 The Contractor shall pay subcontractors or suppliers 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 at least 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:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product.

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30 days 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 is a party. The District 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.6.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.7 CONTRACTING OFFICER (CO)

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

Tabitha Woods Jackson
Contracts Director,
Office of Fiscal Strategy, Contracts, and Acquisitions Division
District of Columbia Public Schools
1200 First Street, NE 9th Floor
Washington, DC 20002
T. 202.442.5131
E tabitha.woods.jackson@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for the general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA is responsible for ensuring that the work conforms to the contract's requirements and for any other responsibilities and authorities specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable.

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

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

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

G.9.2 The address and telephone number of the CA is:

Rachel Polon
Specialist Nutrition, Compliance, and Partnerships
Food and Nutrition Services
Office of Operations
1200 First Street, NE, 9th Floor Washington, DC 20002
Rachel.polon@k12.dc.gov

G.9.3 The CA shall NOT have the authority to:

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.1.1** For all new employment resulting from 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 51 percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 39 dated 8/22/2026, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods, and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS' FAIRNESS

- H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

- H.3.2** The Contractor shall not: **(a)** Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship; **(b)** Take adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent: **(1)** Pay; **(2)** Accumulated seniority and

retirement; (3) Benefits; and (4) Other applicable service credits. (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding; (d) Require an employee affected by a pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties; (e) Require an employee to take leave if a reasonable accommodation can be provided; or (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to: (a) New employees at the commencement of employment;

(b) Existing employees; and (c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes: (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual from the job; or (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51%**

DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT in its place:

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin the performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor that violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes as supplemented and modified by this Contract**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED**H.8 RESERVED****H.9 SUBCONTRACTING REQUIREMENTS****H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs 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 qualified, certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD 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.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid, and it may only be amended after award with prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan afterward shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor.
- (2) A current certification number of the small or certified business enterprise.
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within 21 days of the award date, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, the District of Columbia Auditor, and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract.
- (B) A description of the goods procured, or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30 days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement, or (iii) fails to meet its subcontracting requirements.

- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If 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 provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment or take adverse action against an applicant for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment.
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

- i. Any position that enters the school building.

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- ii. N/A

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;

- (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

- H.11.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.11.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.11.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.11.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.11.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.11.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.11.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.11.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.11.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.10.1.
- H.11.17** An employee or unsupervised volunteer may be subject to administrative action, including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.11.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.11.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP, go to <http://ocp.dc.gov>, under Quick Links, click on “Required Solicitation Documents”.

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

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be

recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to the commencement of work, or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, the Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the

related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **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.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of 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 at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (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.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis
 - e) Defense costs shall be in addition to and not erode the limits of liability
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$5,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia
- d. Defense costs shall be in addition to and not erode the limits of liability
- e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f. Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
 - ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.

- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification (“Medical Card”).

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c. A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.
4. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any

other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after. **(REQUIRED IF COLLECTING STUDENT DATA AND/OR PII/PHI)**

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
6. Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. 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 Government of the District of Columbia.
- H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.
- I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractors must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Tabitha Woods Jackson
 Contracts Director,
 Office of Fiscal Strategy, Contracts, and Acquisitions Division
 District of Columbia Public Schools
 1200 First Street, NE 9th Floor
 Washington, DC 20002
 T. 202.442.5131
 E tabitha.woods.jackson@k12.dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services

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 bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

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) IFB, as amended
- (6) Bid

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;

- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES (Feb 2019)

Delete clause 15, Changes of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decreases in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of

the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30 days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the additional funding approved, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor.
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

I.15 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the IFB reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.16 CAMPAIGN FINANCE REFORM

I.16.1 Mandatory Certification

I.16.1.1 The Contractor shall certify that it has read and is in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*). This certification is included in the Bidder/Offeror Certification Form.

I.16.1.2 The Contractor shall re-certify prior to the exercise of any option period that it has read and is in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*). This certification is included in the Bidder/Offeror Certification Form.

I.16.2 Reporting Contractor's Principals

Contractors shall inform the contracting officer of any change to its principals during the term of the contract within thirty (30) days of its occurrence.

I.16.3 Prohibited Contributions

I.16.3.1 For contracts with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of between \$250,000 and up to and including \$1,000,000 and a base period of performance of 1 year or less, neither the Contractor nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends or is terminated.

I.16.3.2 For contracts with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of over \$1,000,000 or with a base period of longer than 1 year, neither the Contractor nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

I.17. AMERICANS WITH DISABILITIES ACT of 1990 (ADA)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. Contractors providing public transportation shall comply with Title II of the ADA. Contractors providing public accommodation shall comply with Title III of the ADA. Contractors providing telecommunication shall comply with Title IV of the ADA. See 42 U.S.C. § 12101 *et seq*

SECTION J: ATTACHMENTS

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

Attachment Number	Documents
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010), available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination No.: 2020-0083 Revision No.: 39, Date of Revision: 08/22/2026
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement, available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents.”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	DCPS School Year Calendars https://dcps.dc.gov/page/dcps-calendars
J.11	Good Food Purchasing Program https://goodfoodpurchasing.org/
J.12	USDA TA 07-2010 (v.3)
J.13	Department of Energy and Environment Sustainable Purchasing https://doee.dc.gov/service/sustainable-purchasing
J.14	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.15	7 CFR § 210.21 – Procurement. 7 CFR 210.21 (d).