DISTRICT OF COLUMBIA PUBLIC SCHOOLS

NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

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

CONTRACT NO: GAGA-2024-C-0413 **SOLICITATION NO:** N/A

PROGRAM OFFICE: Office of Employee Services

CAPTION: Teacher Recruiting, Selection and Training

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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: TBD

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

Teach For America
Contractor's Name

BY: _____
Signature of Authorized Representative

Executive Director, Teach For America DC and Virginia
Title

09 / 20 / 2024
Date

7204 8th St NW
Washington, DC 20012
Mailing Address of Contractor

(802) 989-8081
Telephone No.

Ryan.Tauriainen@teachforamerica.org
email address

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Edward Padgett
Edward Padgett (Sep 26, 2024 10:03 EDT)

Contracting Officer

Edward Padgett
Type or Print Name

Sep 26, 2024
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:
October 1, 2024 to September 30, 2025

CONTRACT AMOUNT: $196,000.00

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

B.1 SUMMARY:

B.1.1 The District of Columbia Public Schools (DCPS), Office of Employee Services (OES), has a need for the Contractor, Teach For America, to provide consulting services with respect to the recruitment, selection, and placement of new teachers to DC Public Schools, professional development and coaching for first- and second-year corps member already teaching in the District, and ongoing partnership with their robust network of alumni in the D.C. region as set forth in this Contract.

B.1.2 The District of Columbia Office Public Schools (DCPS), Contracts Acquisition Division (C&A) on behalf of Office of Employment Services (OES) enters the contract with the Teach For America to assist on Teacher Recruiting, Selection and Training activities.

B.1.3 The District of Columbia Public Schools' (DCPS) Office Employee Services (OES) has an ongoing need for Teach For America to provide recruitment, selection, training, and placement of corps members (teachers) in our hardest-to-fill positions who are committed to closing the achievement gap and are specifically equipped to work in under-resourced communities. The additional support and training provided by Teach For America will help grow a cohort of educators who will make a profound impact on the lives and educational outcomes of students across the district. Their commitment allows for corps members to make a tremendous impact on the educational outcomes of students and families across Washington, DC.

B.1.4 The District contemplates the award of one Requirement Contract with the fixed price CLINs in accordance with 27 DCMR Chapter 24, and the Contractor's proposal dated June 26, 2024, and September 12, 2024, which hereby incorporated as part of the contract.

B.1.5 The purpose of this contract is to provide recruitment, selection, training, and placement of teachers who are committed to closing the achievement gap, are specifically equipped to work in under-resourced communities, and are certified by the Office of the State Superintendent of Education (OSSE).

B.1.6 The Contractor provided pricing in Section B.3, including the quantities for the Base Year, Option Year One, Option Year Two, Option Year Three, and Option Year Four of the contract starting October 1, 2024, and each option period to be exercised solely at the DCPS discretion.

B.1.7 DCPS reserves the right to add additional points of delivery.

B.2 SUMMARY TABLE

B.2.1 The below section will be important to provide the Contractor with the snapshot of the procurement needs:

WHO	HOW (as applicable)
- ***Who will be receiving services?*** *Services will be received by Teach For America corps members working in DC Public Schools classrooms. The training, professional development, and recruitment of teachers will be conducted by Teach For America. Placement of teachers will be coordinated by the Instructional Talent Acquisition and Retention team in partnership with Teach For America regional staff. DCPS also receives services directly through the recruitment effort of these teachers.* - ***Who within DCPS is responsible for this project?*** *Nathalie Navarrete will serve as the contract administrator for this project and Corina Hopson will serve as the project manager.*	*Refer to the Statement of Work, and the contract.* *Teach For America will provide the following services with the goal of training and placing an effective pipeline of classroom teachers to teach in our district's highest-need classrooms:* *• Support of corps members in Teach For America's rigorous teacher preparation program which requires participants to make a two-year service commitment, including an intensive pre-service training and two years of teaching within an ecosystem of supports, led by a coach (Managing Director, Leadership Development).* *• One-on-one coaching for each corps member, group coaching, professional development, and supplemental supports through Better Lesson.* *• Ability to participate in a list of recommended and accredited university partners to work toward certification and master's degree in education.* *• Tailored professional development for participants, including weekend sessions.* *• Multifaceted, robust national recruitment strategy to help recruit and select a qualified and diverse cohort.* *• Support of corps member placement into classrooms as teachers of record, with a focus on placement in high-need content areas (e.g., special education, secondary math).* *• Provide a summer stipend to assist new corps members' living and moving expenses.*
WHAT - ***Provide the title and caption for your project*** *– The District of Columbia Public Schools Teacher Recruitment and Training Services through Teach For America.*	
WHERE - ***Where will services be provided?*** *Entire DC Public Schools, on-line and in-person.*	

B.3

WHY - ***Why are the services required?*** *DCPS has an ongoing need for a pipeline of diverse educators specifically equipped to improve student achievement, prepared to work in high-need communities, and trained to support hardest to staff subjects. The additional trainings and talent acquisition support provided by Teach For America will help our district get, grow, and keep highly qualified and diverse educators who will make a profound impact on the lives and educational outcomes of students across the district.*	
WHEN - ***When will the services be provided? (Start date)*** *– 10/1/2024 to 9/30/2025.*	

PRICE SCHEDULE – REQUIREMENT CONTRACT WITH FIXED PRICE CLINs

B.3.1 BASE YEAR: October 1, 2024, through September 30, 2025

Contract Line-Item No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price
0001	**2025 Cohort Corps Member Recruitment:** National recruitment and selection for incoming 2025 Corps Members to be offered to DCPS for placement for school year 2025-26 in hard-to-fill positions (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). Recruitment and selection completed by January 1, 2025.	$2,000	1 cohort (14 teachers)	$28,000
0002	**2023 Cohort + 2024 Cohort Corps Members Professional Development and Coaching:** Regional staff/ecosystem of supports and ongoing teacher development for 1st and 2nd year corps members at DCPS from Oct 1, 2024 - May 1, 2025.	$6,000	2 cohorts (28 teachers)	$168,000
Grand Total for B.3.1.				**$196,000**

B.3.2 OPTION YEAR ONE: October 1, 2025, through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price
1001	**2026 Cohort Corps Member Recruitment:** National recruitment and selection for incoming 2026 Corps Members to be offered to DCPS for placement for school year 2026-27 in hard-to-fill positions (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). Recruitment and selection completed by January 1, 2026.	$2,000	1 cohort (14 teachers)	$28,000
1002	**2024 Cohort + 2025 Cohort Corps Members Professional Development and Coaching:** Regional staff/ecosystem of supports and ongoing teacher development for 1st and 2nd year corps members at DCPS from Oct 1, 2025 - May 1, 2026.	$6,000	2 cohorts (28 teachers)	$168,000
Grand Total for B.3.2.				**$196,000**

B.3.3 OPTION YEAR TWO: October 1, 2026, through September 30, 2027

Contract Line-Item No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price
2001	**2027 Cohort Corps Member Recruitment:** National recruitment and selection for Incoming 2027 Corps Members to be offered to DCPS for placement for school year 2027-28 in hard-to-fill positions (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). Recruitment and selection completed by January 1, 2027	$2,000	1 cohort (14 teachers)	$28,000
2002	**2025 Cohort + 2026 Cohort Corps Members Professional Development and Coaching:** Regional staff/ecosystem of supports and ongoing teacher development for 1st and 2nd year corps members at DCPS from Oct 1, 2026 - May 1, 2027	$6,000	2 cohorts (28 teachers)	$168,000
Grand Total for B.3.3.				**$196,000**

B.3.4 OPTION YEAR THREE: October 1, 2027, through September 30, 2028

Contract Line-Item No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price
3001	**2028 Cohort Corps Member Recruitment:** National recruitment and selection for Incoming 2028 Corps Members to be offered to DCPS for placement for school year 2028-29 in hard-to-fill positions (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). Recruitment and selection completed by January 1, 2028	$2,000	1 cohort (14 teachers)	$28,000
3002	**2026 Cohort + 2027 Cohort Corps Members Professional Development and Coaching:** Regional staff/ecosystem of supports and ongoing teacher development for 1st and 2nd year corps members at DCPS from Oct 1, 2027 - May 1, 2028.	$6,000	2 cohorts (28 teachers)	$168,000
Grand Total for B.3.4.				**$196,000**

B.3.5 OPTION YEAR FOUR: October 1, 2028, through September 30, 2029

Contract Line-Item No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price

4001	**2029 Cohort Corps Member Recruitment:** National recruitment and selection for Incoming 2029 Corps Members to be offered to DCPS for placement for school year 2029-30 in hard-to-fill positions (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). Recruitment and selection completed by January 1, 2029	$2,000	1 cohort (14 teachers)	$28,000
4002	**2027 Cohort + 2028 Cohort Corps Members Professional Development and Coaching:** Regional staff/ecosystem of supports and ongoing teacher development for 1st and 2nd year corps members at DCPS from Oct 1, 2028 - May 1, 2029.	$6,000	2 cohorts (28 teachers)	$168,000
Grand Total for B.3.5.				**$196,000**

** Should DCPS decide to exercise its rights for any option year pursuant to section F.2 of this contract, the parties agree that prices for each option year will be negotiated, if different than the prices that have been proposed, and finalized each year **30 days prior** to the expiration of the contract; although option year prices will be negotiated, in no way shall the option year prices result in prices higher than the contractor's list price, unless otherwise agreed by the DCPS and the Contractor. Pricing is based on the current year's contractor's price list. DCPS has the sole discretion to exercise the Option Year.

B.4 For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.5 REQUIREMENTS CONTRACT

The District will purchase its requirements for the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District 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.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District 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. The District may issue orders requiring delivery to multiple destinations or performance at multiple 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 District's rights and obligations with respect to 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, 2029.

B.6 The Contractor agrees to supply DCPS with no less than fourteen (14) first-year teacher candidates and ensures a total cohort of first- and second-year teachers of no less than twenty-eight (28) for the base year of the contract. In the event DCPS exercises the relevant option year pursuant to Section F.4, Contractor agrees to supply DCPS with no less than fourteen (14) first-year teacher candidates and ensures a total cohort of first- and second-year teachers of no less than twenty-eight (28) in option years 1-4, in accordance with the price schedule as detailed in Section B.3.1 through B.3.5.

B.7 To fulfill the agreement of a total cohort of twenty-eight (28) first- and second-year teachers, Contractor shall supply a number of first-year teachers to bring the total to twenty-eight (28), which may be more than fourteen (14) if fewer than fourteen (14) teachers return for a second year of teaching. In this circumstance, DCPS will not be obligated to pay for the recruitment and selection of more than fourteen (14) teachers, even if more than fourteen (14) are recruited, selected, and placed with DCPS in a single year. In addition, DCPS will not be obligated to pay for the support of more than twenty-eight (28) total first- and second-year teachers should the cohorts ever total more than twenty-eight (28) teachers. The Contractor will support all first- and second-year teachers over the twenty-eight (28) minimum in the same effort and frequency as all other teachers in the cohort.

B.8 The Contractor will provide all first-year corps members with a summer training, called “pre-service,” and all new corps members will receive a summer stipend to help cover living expenses. The costs for pre-service training and the summer stipend are outside the scope of this contract. Stipends will be paid to the corps members by the Contractor.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Contractor shall provide recruitment, selection and support of teachers who are committed to closing the opportunity gap and are specifically equipped to work in under-resourced communities. These teachers are especially important to fill late-season vacancies created by resignations or terminations as a result of IMPACT, the DCPS effectiveness assessment system for school-based personnel. This hiring season alone, DCPS will hire over 800 teachers to fill vacancies. This work includes nationwide recruitment to ensure that DCPS has excellent educators who can serve the diverse needs of our students across all 117 schools.

C.1.2 The Office of Employee Services seeks to bring top teaching talent to teach in DCPS’ highest need schools across the district, especially in hard-to-fill content areas (i.e., Special Education, ESL, Bilingual Elementary, Math, Science). DCPS consistently strives to fill hundreds of vacancies every year and given the intersection of the national teacher shortage with new DCPS priorities, it is increasingly more important to secure high-quality teaching talent. DCPS relies on program

partners, like Contractor – with its extensive national recruitment network – to help supplement its internal recruitment efforts in hard-to-fill content areas.

C.1.3 DCPS seeks to continue a partnership with Contractor, given its track record of success working with DCPS since 1992, to provide recruitment, selection, and training of new teachers who are committed to closing the achievement gap and are specifically equipped to work in under-resourced communities. Contractor will continue to develop a pipeline of people with the potential to serve as future leaders including exceptional teachers, school principals, and district staff.

C.1.4 Future goals for the partnership would be to continue to focus on recruiting a diverse cohort of corps members to teach in hard-to-fill content areas for the initial contract year (SY 2024-25), as well as for additional option years (SY 2025-26 through SY 2027-28). In each of these years, Contractor would be tasked with recruiting a new cohort of corps members and providing support for corps members in their first and second years.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date/Version
1	Standard Contract Provisions for Use with the District of Columbia Supply and Services Contract [available via: https://ocp.dc.gov/node/568082.	July 2010

C.3 DEFINITIONS

Corps Member – The term used for 1st and 2nd year Teach For America teachers currently serving and in good-standing.

Managing Director, Leadership Development – A Teach For America program staff member who provides coaching to corps members, leads professional development, and liaises with school/district leadership.

Pre-Service – The weeks long training period during the summer 1st year corps members undergo before leading their own classroom.

Hard-to-Fill Vacancy – A teacher position for which the demand typically exceeds the supply and additional support is needed to fill critical talent shortages. These vacancies typically include, but are not limited to, Special Education, English as a Second Language (ESL), Elementary (Bilingual Educators), Mathematics, and Science.

C.4 BACKGROUND

C.4.1 As a partner to the District of Columbia Public Schools (DCPS) since 1992, Teach For America has placed and supported hundreds of excellent teachers across the district, helping fuel remarkable progress for students and schools across the district. DCPS transitioned from being one of the lowest performing urban school districts into the fastest improving urban district in the country, measured by student test scores, thanks in part to leadership by Teach For America corps members and alumni. Teach For America sources incredibly diverse and talented candidates for their corps through targeted recruitment and selection, with a particular focus on seeking out individuals who exemplify the core mindsets and competencies necessary to excel as teachers in our nation's hardest to-staff schools. After matriculating into the Teach For America corps, corps members receive extensive training and ongoing professional development throughout their time in the classroom.

C.4.2 These trainings equip corps members to not only have the content and pedagogical knowledge to effectively serve as content leaders, but also prepare corps members to effectively teach the whole child through their trainings focused on diversity, equity, and inclusion. These values are directly aligned to those we hold as a district and the services provided by Teach For America directly support our organization's goal of getting and growing top talent to support our students furthest from opportunity.

C.4.3 In order to ensure the highest-quality training experience possible for the Teach For America corps, training occurs in three parts. All corps members start asynchronous training in May and spend one week of orientation in June in Washington, DC getting to know our community's strengths and challenges, the scope of work in the classroom and their path to certification. Following this week, all corps members engage in a three-to-four-week practicum experience in Washington, DC which combines student teaching with pedagogy, instruction, classroom management and skills in working with diverse communities. Upon successful completion of pre-service and practicum, corps members remain in the Washington metropolitan area for workshops aimed at preparing them for their specific teaching assignments and equipping them with the skills and tools necessary to set and work towards ambitious academic goals with their students. Ongoing support is facilitated from there by the Teach For America regional team (Managing Director, Leadership Development), certification partners, and an ecosystem of supports which includes additional coaching via Better Lesson.

C.4.4 During their first two years, teachers set ambitious, standards-aligned goals for their students, use student data to drive instruction, and take a student empowerment approach to learning. Teachers use differentiated support, often volunteer time outside of the school day and commit to their own ongoing learning over the course of the school year. Professional development occurs in conjunction with each corps member's Managing Director of Leadership Development, or teacher mentor, in classroom observations, group professional development, and during one-on-one sessions that use data-based problem solving. There are periodic, all-day professional development Saturdays, which include sessions on content pedagogy and teacher-actions. Additionally, Teach For America provides access to an online database of exemplar planning tools, teacher resources, and classroom visits, including a partnership with

Better Lesson for additional coaching. Corps members have the option enroll in ongoing certification and/or master's coursework through Johns Hopkins University, American University, or other institutions.

C.5 REQUIREMENTS

C.5.1 Teacher Candidate Recruitment and Selection. Contractor shall recruit, select for participation in the Contractor training program, and present to DCPS for hire, teacher candidates from a range of academic majors who meet applicable state and/or local requirements for teacher licensure (hereinafter referred to as "Teachers"). Contractor shall use reasonable efforts to recruit diverse Teacher candidates. In connection with the foregoing, Contractor shall not engage in any unlawful acts of discrimination in its recruiting or selection of candidates. Prior to entering the classroom, all Teacher candidates will fulfill all DCPS pre-employment requirements and undergo pre-service training designed and delivered by Contactor.

C.5.2 Professional Status. Contractor shall ensure that all Teachers presented for hire pursuant to this contract meet at least the minimum applicable federal and state requirements for primary or secondary school teachers (the "Requirements"); this obligation is limited to meeting the Requirements in effect at the time the Teacher is hired by DCPS and shall not require additional action on the part of Contractor in the event that the relevant Requirements are amended or otherwise modified after the hire date of a particular cohort of Teachers. In the event the Requirements are amended or otherwise modified after the hire date of a particular cohort of Teachers, DCPS may hire individual Teachers on an "emergency" credential basis while the Teachers fulfill the updated Requirements, and Contractor shall use its reasonable best efforts to ensure that such Teachers meet the new Requirements.

C.5.2.1 In the event a teacher candidate who does not meet the Requirements is hired, the parties will agree on a reasonable period of time for the individual teacher candidate to obtain the appropriate licensure / certification and take such steps as are reasonably necessary to meet the applicable Requirements.

C.5.3 DCPS Certification on Candidate Background Checks. Contractor shall ensure that all Teachers have undergone every background check required under applicable District law, including fingerprinting, before they are hired by DCPS (see section H.7).

C.5.4 AmeriCorps Compliance / Employment Records Access. As a grantee of the AmeriCorps program, Contractor is subject to periodic audits by the Inspector General of the Corporation for National and Community Service ("CNCS"), the public agency which administers the AmeriCorps program, to determine Contractor's compliance with grant requirements and applicable federal laws and regulations. CNCS requires access to DCPS employee files for Teachers serving in DCPS schools in order to effectively assess Contractor's compliance.

C.5.4.1 Contractor shall be responsible for obtaining written approvals from Teachers permitting DCPS to disclose background check information. DCPS shall, upon receipt of a written inspection request and approvals from Teachers, permit the Inspector General

of CNCS to review the results of any background checks conducted on any individual Teacher that DCPS maintains in its personnel files. CNCS inspections will be limited exclusively to background check documentation. DCPS will not be subject to any adverse consequences from TFA for cooperating with an inspection request or for any outcomes that result from such an inspection.

C.5.5 Professional Development Services. During the course of the academic year, Contractor shall provide various professional development service and activities for participating Teachers, including periodic classroom observation by regional program staff, videotaping of instruction with review of instructional techniques, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data (subject to compliance with FERPA), and content area / grade-level workshops facilitated by veteran teachers.

C.5.5.1 In addition, Contractor shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area / grade level instructional materials. The professional development services will be available to all Teachers during their first two years in the classroom. These services may be provided on a more limited basis to Teachers in their third years in the classroom and beyond at Contractor's sole discretion.

C.5.6 Credentialing Services. The Contractor shall work with DCPS to ensure individual Teachers are able to obtain an Initial, Standard, or Provisional credential to be a classroom teacher of record in Washington, DC. For Teachers who choose a certification route, Contractor shall make reasonable efforts to ensure that individual Teachers meet all applicable credential requirements and DCPS shall promptly report to Contractor any changes in state requirement, or the credential status of individual Teachers hired from the Contractor training program.

C.5.6.1 Notwithstanding the above, individual Teachers are responsible for completion and passage of required standardized tests to obtain and maintain a valid teaching credential as issued by the Office of the State Superintendent of Education (OSSE). DCPS will notify TFA of any corps member(s) who become out of compliance and who are ultimately terminated due to licensure noncompliance

C.5.7 Access to Student-Identifiable Data. Under this contract, Contractor will be providing Teachers with ongoing professional development. As such, Contractor is required to provide an institutional service or function on behalf of DCPS under this contract. Contractor's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information (PII) from education records to Contractor and DCPS has determined Contractor has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under this contract; (ii) it is considered a "school official" for purposes of providing such institutional service or function of DCPS under this contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all

PII under this contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under this contract without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) require that all Contractor personnel receiving PII under this contract only use such information for purpose of providing an institutional service or function on behalf of DCPS.

C.5.7.1 Contractor shall use any disclosed DCPS data, including PII, solely to support the professional development of individual Teachers and will not maintain such data in student identifiable form beyond the end of the academic year, provided that Contractor shall have the right to maintain such data in redacted and/or aggregated form that does not reveal the identity of individual students and is not traceable to individual students for purposes of (i) assessing the efficacy of Contractor's suite of professional development services, (ii) developing new tools and services for participating Teachers, and (iii) training Contractor staff. Contractor shall destroy any and all PII it gains access to under this contract, including any electronic files containing the PII, at the close of each academic year.

C.5.7.2 Notwithstanding the last sentence in Section C.3.7, DCPS acknowledges that in accordance with 34 C.F.R. § 99.33(b), Contractor may re-disclose PII on behalf of DCPS solely to facilitate Contractor's service to DCPS of providing ongoing professional development services. TFA will provide DCPS with the names of additional parties and such parties' legitimate educational interests to which TFA intends to disclose student identifiable information on behalf of DCPS.

C.5.8 The Contractor agrees to offer the fourteen (14) first-year teacher candidates for placement in the Spring. After receiving the teacher candidates, DCPS will provide an Early Offer contract to corps members who we would like to guarantee a position in a DCPS school for the upcoming school year. If any corps member who has been offered for placement and signed an Early Offer is not selected for hire by July 31, DCPS will agree to release them from their Early Offer contract with no penalty to TFA.

C.6 ROLES AND RESPONSIBILITIES

C.6.1 Contractor Responsibilities: In addition to C.2 thru C.3:

C.6.1.1 The Contractor shall provide implementation/deployment and consulting in accordance with Section J, Attachment J.9, Contractor's revised proposal dated September 12, 2024.

C.6.1.2 The Contractor shall provide a project manager to coordinate the contract requirements, with the Contract Administrator identified in G.9.

C.6.1.3 The Contractor shall provide explicit escalation pathway to Contractor upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team.

C.6.1.4 The Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc.) using format and with frequency agreed upon at project initiation.

C.6.1.4 1 The Contractor shall provide timely programmatic updates to DCPS on relevant news on recruitment status and corps member performance throughout the school year.

C.6.1.4.2 The Contractor shall attend Stakeholder meetings, as needed, which can be requested by either party.

C.6.1.5 The Contractor shall comply with all applicable federal and state laws and regulations, including, but not limited to, Title 5 - Subtitles B and E of the District of Columbia Municipal Regulations (DCMR), applicable provisions in Division VI – Title 38 of the District of Columbia Official Code, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), the Telephone Consumer Protection Act (47 U.S.C. § 227), and any other law, regulation, policy and collective bargaining agreement identified in the Contractor's procurement contract or otherwise identified by DCPS.

C.6.1.6 In order for the Contractor to effectively conduct portions of the services via this contract, DCPS will disclose personally identifiable information ("PII") from education records to the Contractor – and DCPS has determined that the Contractor has legitimate educational interests in such disclosure.

C.6.1.7 The Contractor shall share with the appropriate key personnel and safeguard the "PII" in accordance with FERPA, a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under the contract; (ii) it is considered a "school official" for purposes of providing such institutional service or function under the contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under the contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under the contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under the contract to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its officers, employees and agents receiving PII under the contract only use such information for purposes of providing an institutional service or function on behalf of DCPS.

C.6.1.8 The Contractor shall maintain all education records in accordance with DCPS procedures and OSSE requirements, as incorporated by reference (See website www.seo.dc.gov), and in a manner consistent with FERPA.

C.6.1.9 The Contractor, its officers, employees and agents shall be required to comply with the FERPA and District laws and regulations at all times, including when responding to subpoenas for education records.

C.6.1.10 The Contractor shall obtain and execute DCPS Office of Data and Strategy waivers when necessary to authorize the disclosure of any education records it obtains pursuant to its contract with DCPS.

C.6.1.11 The Contractor shall comply with DCPS-directed timelines for electronic data reporting, including, but not limited to attendance entry and scheduling maintenance.

C.6.1.12 The Contractor shall maintain and keep up-to-date all education records data in a timely manner and in a format required by DCPS, as well as any physical education records.

C.6.2 District of Columbia Public Schools Roles and Responsibilities:

C.6.2.1 Recruitment and Hiring Process. DCPS and Contractor agree to collaborate in good faith to facilitate the recruitment of individual Teacher candidates, including, to the extent permissible and feasible, the use of specialized recruitment practices such as recruitment fairs and telephone interviews. DCPS and Contractor agree to collaborate in good faith to identify individual schools within the DCPS system appropriate for Contractor Teachers. DCPS will make every effort to ensure candidates are hired before August 1 of any given year, including the issuance of Early Offers of Employment to secure corps members in the early Spring before vacancies are officially posted. DCPS may extend Early Offers as deemed appropriate and will notify Contractor by August 1 if a teacher candidate should be released to another LEA.

In order to be considered an appropriate school for placement of a teacher the student population must be considered high poverty relative to the student population elsewhere in the District (i.e., Title I). All teacher hiring decisions shall be made solely by DCPS in accordance with its own set of hiring guidelines and in accordance with local laws and regulations.

C.6.2.2 Timing of Employment. Contractor agrees to collaborate with DCPS to facilitate hiring Teachers in a timely manner throughout the spring and summer of each academic year, provided that Teachers are hired no later than two weeks prior to the first day that all DCPS teachers are required to report to their assigned school for the start of the academic year. If DCPS is not able to hire every Teacher by that date, DCPS may elect to hire teacher candidates in an interim capacity as substitute teachers, “pool teachers” or some other temporary category of employment available within DCPS to individuals with teaching credentials that will enable the individual Teacher to secure a salary and basic benefits, or where applicable, to commence the pre-eligibility period of benefits eligibility until such time that DCPS can secure permanent employment as a full time classroom teacher of record.

C.6.2.3 Duration of Employment. Contractor acknowledges that DCPS hires teachers under a one-year contract. DCPS acknowledges that it is the expectation that Contractor Teachers hired will be employed for at least two years, provided that the Teachers remain employees in good standing; however, nothing in this contract requires DCPS to re-hire any Contractor Teachers following their first year of employment with DCPS.

C.6.2.4 Compensation of Teachers. Compensation of Teachers is left to the discretion of DCPS; provided, that DCPS provides to every Teacher employed by DCPS the same salary and benefits as are provided to other teachers employed by DCPS who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by DCPS in making such decisions.

C.6.2.5 Employment Status. Every Teacher employed by DCPS is a full employee of that school district with all of the rights, responsibilities, and legal protections attendant to that status. No provision of this or any other contract shall be construed to authorize or employ Contractor to interfere in the employment relationships between DCPS and any Teacher or to legally function as the representative of any Teacher. No provision of this or any other contract shall be construed to imply that an employer-employee relationship exists between Contractor and any individual Teacher. Contractor is not party to any employment agreement between DCPS and any individual Teacher.

C.6.2.6 DCPS shall:

C.6.2.6.1 Provide Contractor with updated information on school-level vacancies during the hiring season, by March 15 annually, and shall provide weekly updated vacancy lists until the first day of school.

C.6.2.6.2 Invite corps members to participate in DCPS-sponsored hiring fairs and events starting March 15 annually through the first day of school.

C.6.2.6.3 Set performance measures and recruitment targets to bring in corps members in future contract years in high-need subject areas.

C.6.2.6.4 Share preliminary hard-to-fill subject area needs and how many corps members they would want Contractor to recruit for each of these specified areas in October annually; and

C.6.2.6.5 Attend periodic meetings with Contractor staff to discuss program management and corps member performance.

C.6.2.7 The DCPS Office of Employee Services will provide oversight and management of this contract by monitoring and evaluating the performance of the Contractor in accordance with the terms and conditions of this contract.

C.7 GUIDELINES

C.7.1 The Contractor shall be responsible for knowing the applicable guidelines which include but are not limited to the following: Code of Federal Regulations, the District of Columbia Municipal Regulations, and District of Columbia Public Schools Guidelines, which shall be available to the Contractor upon award of the contract.

C.7.2 The Contractor shall exercise judgment in determining which guidelines are applicable, in interpreting these guidelines and in deciding what matters to discuss with DCPS.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this 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).

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 and the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, Attachment J.1.1.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period from October 1, 2024, through September 30, 2025, specified on the cover page of this contract. This contract has a Base Year and four (4) Option Year Periods to be exercised solely at the discretion of the DCPS.

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 one-year option periods, or successive fractions thereof, by providing 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 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 and/or negotiated.

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

F.2.5 Should DCPS decline to extend the contract for any option year or decline to renegotiate a new contract starting in October 2029, nothing shall obligate the Contractor to support or allow rising second-year Teachers to remain in DCPS without an amendment or agreement of DCPS to pay for Contractor's support of remaining second-year Teachers in DCPS according to the prices set forth in Section B.3 of this contract.

F.3 DELIVERABLES

F.3.1 All written draft deliverable products shall be submitted in electronic format for review and comment.

F.3.2 The delivery schedule of products is outlined in a delivery schedule table below. The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9.2 in accordance with the following

CLIN	Deliverable	Quantity	Responsible (Contractor or DCPS)	Deadline (range)
C.3.1	Recruitment and selection of new teachers • Recruit and select cohort of new teachers	14 (minimum)	Contractor	Base Year: 10/1/24--9/30/25 Option Year 1: 10/1/25--9/30/26 Option Year 2: 10/1/26--9/30/27 Option Year 3: 10/1/27--9/30/28 Option Year 4: 10/1/28 – 9/30/29
C.3.5	Support for first- and second-year teachers • Provide ongoing professional development and retention support; services shall include elements outlined in the "Professional Development Services" section	28 (minimum)	Contractor	Base Year: 10/1/24--9/30/25 Option Year 1: 10/1/25--9/30/26 Option Year 2: 10/1/26--9/30/27 Option Year 3: 10/1/27--9/30/28 Option Year 4: 10/1/28 – 9/30/29
C.3.5.1	Support for third year teachers • As referenced in section C.3.5.1, this is optional and at the sole discretion of TFA.	Ongoing	Contractor	Base Year: 10/1/24--9/30/25 Option Year 1: 10/1/25--9/30/26 Option Year 2: 10/1/26--9/30/27 Option Year 3: 10/1/27--9/30/28 Option Year 4: 10/1/28 – 9/30/29

C.4.1.4.1 & C.4.1.4.2	Reports and monitoring • Timely programmatic updates from TFA to DCPS on relevant news on recruitment status and corps member performance throughout the school year • Stakeholder meetings, as needed, which can be requested by either party	Ongoing	Contractor/DCPS	Base Year: 10/1/24--9/30/25 Option Year 1: 10/1/25--9/30/26 Option Year 2: 10/1/26--9/30/27 Option Year 3: 10/1/27--9/30/28 Option Year 4: 10/1/28 – 9/30/29
C.4.2	Frequent hiring reports from June – August to provide DCPS with updates on TFA corps members' hiring status	June-August	DCPS	Base Year: 10/1/24--9/30/25 Option Year 1: 10/1/25--9/30/26 Option Year 2: 10/1/26--9/30/27 Option Year 3: 10/1/27--9/30/28 Option Year 4: 10/1/28 – 9/30/29
G.1	Invoices	Twice	Contractor	January & May of Base Year and any Option Year, thereafter

NOTE 1 Exact cost determined by final number of residents placed as a teacher of record.
NOTE 2 See Section B for pricing on deliverables.
NOTE 3: The deliverables shall be delivered via email to the following email addresses:

1. Nathalie.Navarrete@k12@dc.gov (or current Manager, Educator Credentialing and Pipelines). Corina.Hopson@k12.dc.gov (or current Specialist, Educator Pipelines)

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 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.2.3 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.2.3.1 Contractor's name, federal tax ID, and invoice date (date invoices as of the date of mailing or transmittal).

G.2.3.2 Contract number and invoice number.

G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.

G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer.

G.2.3.5 Name, title, telephone number, and complete mailing address of the responsible official to whom payment is to be sent.

G.2.3.6 Name, title, and phone number of the person preparing the invoice.

G.2.3.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.3.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT – NOT APPLICABLE

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5. **(Not applicable)**

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

Payments shall be made based upon Section B - Price Schedule and Section F - Deliverables.

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

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

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

G.4.3 PARTIAL PAYMENTS

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

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT -- RESERVED

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

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 the contract.

G.6.1.1.2 Not later than 7 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 after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food 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-day period shall be added to the principal amount of the debt, and thereafter, interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 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 nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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 that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor, and thereafter, interest penalties shall accrue on the added amount.

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

G.6.3 **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Edward Padgett
Contracts and Acquisitions Division
District of Columbia Public Schools
Office of Fiscal Strategy

1200 First Street, NE
Washington, DC 20002
Tele: 202-442-5112
E-mail: edward.padgett@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 ADMINSTRATOR (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 has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.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 invoice or vouchers.

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

Nathalie Navarrete
Office of Employee Services (OES)

District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
E-mail: nathalie.navarrete@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 make contractual agreements, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract.
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.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.

G.10 ORDERING CLAUSE

G.10.1 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.10.2 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 or task order and this contract, the contract shall control.

G.10.3 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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES–NOT APPLICABLE

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. 2015-4281, REV 28 dated December 26, 2023, 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 an 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 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 for 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 – NOT APPLICABLE

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.

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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 (5) 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**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS – NOT APPLICABLE

H.9.1 <u>Mandatory Subcontracting Requirements</u>

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 proposal 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 proposal 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 <u>Subcontracting Plan</u>

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the 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 after award 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 twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, 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) (the "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:

(a) Contractor staff who will work directly with youth and students.
(b) Contractor staff accessing DCPS locations.

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:

(a) N/A. As no contractor staff is authorized to transport DCPS students.

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.10.4 The Contractor shall inform all applicants requiring a traffic record 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.X.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 and H.10.2.

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 COTR/CA after his or her assessment of a criminal background or traffic record check.

H.11.18 The COTR/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.

H.12 DISTRICT RESPONSIBILITIES

H.12.1 SEE SECTION C.6.1.

H.13 CONTRACTOR RESPONSIBILITIES

H.13.1 SEE SECTION C.6.2.

H.14 VENDOR QUALIFICATIONS

H.14.1 Teach For America is uniquely positioned to be a human capital pipeline for DCPS, with its network of hundreds of teachers and alumni teaching and leading throughout the DC region. Since 2010, City Teach For America has built a highly effective work force of qualified participants and alumni teaching in both public and charter schools across the city. Their participants receive hundreds of hours of professional development and training throughout their time in the classroom and make a lifelong commitment to advocating for educational equity and improved outcomes for students furthest from opportunity.

H.14.2 Teach For America fills a critical and immediate need in the district by committing to teaching in a high-need school for four years. Participants also receive a master's degree from American University and other higher education institutes where they become dually certified in both a content area and special education. The caliber of participants that are provided through Teach For America robust recruitment and selection process as well as-months intensive residency contributes directly into improving the quality of the teaching force in our hardest-to-staff schools.

H.14.3 As alumni, almost half of Teach For America participants continue teaching in the district and many others go on to work in fields that directly improve outcomes for students and families at

the school level and beyond, ultimately improving educational systems and helping close the opportunity gap that persists in our district.

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 Article 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 Article 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 the 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 the 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 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, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), 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. District agrees that it will not use the Custom Products to replicate Contractor's Surveys.

As a participant in and beneficiary of Contractor's research on instructional culture, the District acknowledges that District data is incorporated into Contractor's ICI research database and Contractor owns such data for use in aggregated form for ongoing research, benchmarking, and other legitimate business purposes, including, without limitation for purposes of publication and presentation by Contractor.

The District grants Contractor permission to share District data and the ICI survey results and ICI analysis derived therefrom with third party researchers and funders designated by the District upon receiving written permission (including permission through electronic mail) from the District.

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 the 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 by 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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least

as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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 each occurrence, a $2,000,000 general aggregate.

   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 2015 0413 (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 (where applicable)
   e) Defense costs shall be in addition to and not erode the limits of liability

2. 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.

3. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of $2,000,000 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), unintentional breach of contract, 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.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. 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.

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 than outlined below, 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 on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, 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. Contractors 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 of 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 the Contractor at least 30 days' notice of the change. The 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. Contractor 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:
Edward Padgett
Contracting Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 First Street, NE, 9th Floor.
Washington, DC 20002
(E-mail) edward.padgett@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/distributer'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 offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded 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) The Negotiated Contract for Goods and Services
(3) Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated July 2010
(4) Contract attachments other than the Standard Contract Provisions
(5) Contractor's Quotation dated August 23, 2023.
(6) Contractor's Proposal dated September 12, 2024.

I.11 DISPUTES

Delete Article 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 Article 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 the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the 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 the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

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 decrease 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 (10) 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 this contract, unless the CO:

(1) Agrees with 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 5 business days of its receipt of notice the approved additional funding, 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 10 days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason 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 to 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 nondiscrimination 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 nondiscrimination 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 noncompliance; 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 ESTIMATED QUANTITIES

I.14.1 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 RFP 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.15 NOTICE OF TERMINATION – 27 DCMR Section 3701

I.15.1 The contracting officer shall terminate a contract for convenience or default by giving written notice to the contractor. The notice shall be hand-delivered, sent by telegram, or sent by certified mail, return receipt requested.

I.15.2 When the termination notice is delivered by hand, the contracting officer shall obtain a written acknowledgement of receipt from the contractor.

I.15.3 If the termination notice is sent by telegram, the contracting officer shall deliver or send a confirming letter to the contractor by certified mail, return receipt requested.

I.15.4 In addition to the requirements set forth in §3702.2 (termination for convenience) and §3713.2 (termination for default), the termination notice shall state the following:

(a) The contract number and date;

(b) That the contract is being terminated, either for the convenience of the District or for default under the contract clause authorizing the termination;

(c) The effective date of termination.

(d) If the termination is only partial, the extent of termination.

(e) Any special instructions; and

(f) The steps the contractor should take to minimize the impact on personnel if the termination, together with all other outstanding terminations, will result in a significant reduction in the contractor's work force.

I.15.5 When the termination notice is delivered or sent to the contractor, the contracting officer shall simultaneously deliver or send a copy to the using agency or agencies and to any known assignee, guarantor, or surety of the contractor.

I.15.6 The contracting officer may amend a termination notice to accomplish any of the following:

(a) Correct non-substantive mistakes in the notice.

(b) Add supplemental data or instructions; or

(c) Rescind or modify the notice if it is determined that items terminated had been shipped or completed before the contractor's receipt of the notice.

I.15.7 An amendment to the termination notice shall be in writing and shall be delivered or sent to the contractor in the manner set forth in this section.

I.16 COST AND PRICING DATA

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

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SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, REV 30 dated July 22, 2024
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" As January 2024.
J.4	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" As January 2024.

END OF THE DOCUMENT.

GAGA-2024-C-0413_Final-DCPS_Edits_9-20-24

Final Audit Report 2024-09-26

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