

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

B.1 The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI) requires experienced licensed Occupational Therapy and Physical Therapy Contractors with the capacity to provide assessment, consultation, intervention services in the areas of occupational therapy in an urban school setting for an estimated 2,000 DCPS students on a continuous basis until September 30, 2024.

B.1.1 DCPS, through this Invitation for Bids (IFB), seeks to engage the services of a Contractor to furnish licensed Occupational Therapy and Physical Therapy Contractors with the capacity to provide assessment, consultation, intervention services in the areas of occupational therapy in an urban school setting for an estimated 2,000 DCPS students on a continuous basis until September 30, 2024. Award will be made the lowest responsive bidder that demonstrate staffing and recruiting capacity, professional qualifications, staff supervised training and demostared prior experience.

B.1.2 Designation of Solicitation for the Small Business Set Aside Market Only

This Invitation For Bids is designated for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”.

B.1.3 Certified Occupational Therapy Assistants (COTAs) are not eligible under this contract.

B.1.4 The Contractor shall provide consultation and intervention strategies to the Individualized Education Program (IEP) Team, Parents and General Education Practitioners and provide direct related services, on an as needed basis, to students who are in the special education setting and are diagnosed with a qualifying sensorimotor or visual perceptual impairment that impacts the child’s academic performance under Individuals with Disabilities Education Act (IDEA), IEP, Section 504 plan (504 plan) and Multi-tiered Systems of Support (MTSS) Team.

B.1.5 The Contractor shall have a minimum of five (5) years of business experience including three years of previous experience providing occupational therapy services in an urban school setting.

B.2 PRICE SCHEDULE:

B.2.1 The Contractor shall charge an hourly rate for performing school-based occupational and physical therapy services, consultation, assessments, and intervention services for students with IEPs, 504 plans, and Multi-tiered Systems of Support (MTSS) services.

- B.2.2 The hourly rate shall be inclusive of attendance of IEP meetings, collaboration block meetings, Staff Development Meetings, Parent-Teacher Conferences, and school special education team meetings. Additionally, the Contractor shall attend upon request due process hearings and other proceedings related to the delivery of occupational or physical therapy services for the assigned student(s).
- B.2.3 The hourly rate shall include the time spent on administrative and clerical matters (including, but not limited to, time spent on report writing, documentation, word processing, internal organization of files, papers, exhibits or other documents, creating billing document/records, and copying) and other activities related to ensuring DCPS compliance with federal and state regulations regarding the provision of special education services. **The Contractor shall provide assessment kits, intervention materials and technology equipment such as laptops or cellular phones to their staff.**
- B.2.4 The hourly rate shall be inclusive of OT staff clinical supervision and oversight by the Contractor. Clinical supervision/oversight, job-embedded support, and clinical management completed by the Contractor are not billable to DCPS.
- B.2.5 The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified by the school administration or DCPS OT Manager. DCPS does not allow flexing of the hours. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch. For the Extended School Year (ESY), the hours are from 8:00 a.m. to 1:30 p.m. DCPS does not allow flexing of the hours. The maximum billable hours per the ESY day is five (5) hours. There is a non-paid thirty-minute lunch.
- B.2.6 Holidays and school closures (including inclement weather) are not billable to DCPS.
- B.2.7 This hourly rate shall include all direct and indirect costs. Weekly, an estimate of 75% of staff time is spent on IEP prescribed services (direct & consultation), 504 plan interventions and MTSS interventions. See the cost and price schedule (Section B.3).
- B.2.8 In completing the below schedule, the prospective offeror is estimating the loaded hourly rate and number of OT & PT staff. Prospective offerors are providing pricing data pursuant to the following: loaded hourly rate inclusive of indirect and direct cost, multiplied by estimated number hours for the contract year, multiplied by estimated number of OT & PT staff to provide at the time of the award of the contract.

B.3 PRICE/COST SCHEDULE – REQUIREMENTS:

B.3.1 Base Year – October 1, 2023 to September 30, 2024:

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
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				minimum quantity)		
CLIN 001	Occupational Therapy (OT) Assessment and Intervention Services for School Year 23-24	\$_____ per hour	1,260 hours (1 OT for 180 days x 7 hours per day)	\$_____	Up to 20,580 hours (up to 15 OTs for up to 196 school days x 7 billable hours)	\$_____
CLIN 002	Physical Therapy (PT) Assessment and Intervention Services for School Year 23-24, as needed	\$_____ per hour	440 hours (1 PT for 60 days x 7 hours per day)	\$_____ per hour	840 hours (1 PT for 120 days x 7 hours per day)	\$_____ per hour

B.3.2 Option Year One – October 1, 2024 to September 30, 2025:

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 1001	Occupational Therapy (OT) Assessment and Intervention Services for School Year 24-25	\$_____ per hour	1,260 hours (1 OT for 180 days x 7 hours per day)	\$_____	Up to 10,976 hours (up to 8 OTs for up to 196 school days x 7 billable hours)	\$_____

B.3.3 Option Year Two – October 1, 2025 to September 30, 2026:

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 2001	Occupational Therapy (OT) Assessment and Intervention Services for School Year 25-26	\$_____ per hour	1,260 hours (1 OT for 180 days x 7 hours per day)	\$_____	Up to 6,860 hours (up to 5 OTs for up to 196 school days x 7 billable hours)	\$_____

B.4. PRICE SCHEDULE SUMMARY

<u>PERIOD OF PERFORMANCE</u>	<u>MINIMUM PRICE</u>	<u>MAXIMUM PRICE</u>
<u>BASE YEAR</u>	\$	
<u>OPTION YEAR ONE</u>	\$	
<u>OPTION YEAR TWO</u>	\$	
<u>GRAND TOTAL BASE PLUS (2) OPTION YEARS</u>	\$	

B.5 LABOR HOUR CEILING:

- B.5.1 The labor hour ceiling for this contract is set forth in Section B.3.
 - B.5.2 The costs for performing this contract shall not exceed the labor hour ceiling specified in Section B.3.
 - B.5.3 The Contractor agrees to perform the work and requirements specified in the contract and to meet all obligations under this contract within the labor hour ceiling.
 - B.5.4 The Contractor must notify the Contracting Officer (CO) in writing, whenever it has reason to believe that the total cost for the performance of this contract will be greater than the cost reimbursement ceiling.
 - B.5.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
 - B.5.6 DCPS is not obligated to reimburse the Contractor for costs incurred in excess of the labor hour ceiling specified in Section B.3., and the Contractor is not obligated to continue performance under the contract or otherwise incur costs in excess of the labor hour ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised labor hour ceiling for performing the contract.
 - B.5.7 If the Contractor exceeds the labor hour ceiling set forth in Section B.3, without obtaining the written notification from the CO as set forth in Section B.4.6, it does so at its own risk.
- B.6** An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this IFB may be rejected if the offeror fails to submit a subcontracting plan that is required by law. 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.

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1 The DCPS/DSI requires the services of a Contractor to provide school based occupational therapy (OT) services to an approximate number of 2000 students for the traditional school year term and summer extended school year to supplement DCPS' employed OT staff.
 - C.1.1.1 The OT staffing need will vary on a regular basis depending on number of employed OT staff, student enrollment and anticipated student attendance numbers for summer.
 - C.1.1.2 The DCPS Contract Administrator and the DCPS OT & PT Manager will provide the OT & PT staffing need to the Contractor for summer extended school year (ESY) by June 30, 2023.
- C.1.2 The DCPS Contract Administrator and the DCPS OT & PT Manager will provide the OT & PT staffing need to the Contractor by July 31st for the upcoming school year staffing need.
- C.1.3 The Contractor shall provide a planned delivery of contracted OT & PT services to improve student performance, consistency of therapy and support quality service delivery. The Contractor shall collaborate in the delivery system to achieve maximum efficiency and student outcomes given the resources available as outlined in the DCPS OT and PT Program Guidebook regarding intervention schedules.
- C.1.4 Additionally, all contracted OT services delivered to DCPS students with an established Multi-tiered Systems of Support (MTSS) Plan, Individual Education Program (IEP) and Section 504 plan shall be provided in accordance to the standards specified in **Section C.5**. DCPS is committed to an educationally relevant model of general and special education and Section 504 plan service delivery that utilizes a multidisciplinary team approach to integrate therapies into the general/special educational environment.
- C.1.5 The Contractor shall provide occupational and physical therapy services for students with 504 plans, IEPs and MTSS needs.
 - C.1.5.1 The Contractor shall provide occupational therapy services for students in DCPS schools, Project Search Programs, Workforce Development Programs, Head Start Centers and in the Home Hospital Instruction Program.
- C.1.6 The Contractor shall provide services according to the need of school-based Occupational Therapy (OT) services set forth in this contract for the DCPS schools. Services shall include screening; assessments; interventions; consultations; participation in pertinent meetings and development; and implementation of professional development to contract staff and DCPS staff as required to meet the needs of the students and the DSI Related Services Occupational and Physical Therapy Program.

C.2 APPLICABLE DOCUMENTS:

C.2.1 The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title
1.	DSI Programs & Resources	DSI SY22-23 OT & PT Guidebook for Staff
2.	Practice Guidance	2017 Due Diligence Guidelines: Untimely Assessments and Missed Services
3.	Federal Law	Individuals with Disabilities Act 2004 http://www.vesid.nysed.gov/specialed/idea/
4.	Federal Law	Americans with Disabilities Act 2008 http://www.access-board.gov/about/laws/ada-amendments.htm
5.	District Law	District of Columbia Municipal Regulations - https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=5-E30
6.	Practice Guidance	SY 2022-2023 DCPS Occupational Therapy and Physical Therapy Program Guidebook
7.	DCPS Calendar	DCPS School Calendar https://dcps.dc.gov/page/dcps-calendars

C.2.2 The documents, as set forth in Section C.2.1, are subject to revision and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor shall be responsible for ensuring reference and compliance with the revisions and updates.

C.2.3 The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws and court orders related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause in attachment J.1 “Standard Contract Provisions” as a result of compliance with future regulations, policies, and subsequent amendments including but not limited to the following applicable documents.

C.2.2 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

C.3 DEFINITIONS:

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

C.3.1 “Frontline” – OTs and PTs will be able to review their 504 caseload, assigned 504 assessments, document MTSS interventions, and document 504 services. Frontline is a web-based system.

C.3.2 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

- C.3.3 “Extended School Year (ESY)” - Extended School Year: ESY refers to special education and/or related services provided beyond the normal school year for the purpose of providing a free, appropriate public education (FAPE) to a student with a disability in accordance with the child’s IEP. ESY is intended to protect students from regressing on key goals of their IEP over the summer and ensure they can benefit from their IEP during the regular school year.
- C.3.4 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- C.3.5 “Floating Staff” – Floating staff cover for short or long-term absences so all vendor contract FTE positions are always filled throughout the term of the contract.
- C.3.6 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).
- C.3.7 “GOLD” Early childhood classrooms in DCPS utilize a curriculum and assessment tool Called Teaching Strategies GOLD. Teaching Strategies GOLD is an authentic observational assessment system for children from birth through kindergarten. It is designed to help teachers get to know their students well, what they know and can do, and their strengths, needs and interests.
- C.3.7.1 The Teaching Strategies GOLD assessment system blends ongoing, authentic observational assessment for all areas of development and learning with intentional, focused, performance – assessment tasks for selected predictors of school success in the areas of literacy and numeracy. This seamless system for children is designed for use as part of meaningful everyday experiences in the classroom or program setting. It is inclusive of children with disabilities, children who are English-language or dual-language learners, and children who demonstrate competencies beyond typical developmental expectations. The assessment system may be used with any developmentally appropriate curriculum.
- C.3.7.2 The GOLD links key developmental milestones with instruction in order to track student progress. Individual objectives correspond to the dimensions which include: (a) Social – Emotional; (b) Physical (c) Language; (d) Cognitive; (e) Literacy; (f) Mathematics; (g) Science and Technology; (h) Social Studies; (i) The Arts; and (j) English Language Acquisition.
- C.3.8 “Health Insurance Portability and Accountability Act” (HIPAA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.

C.3.9 “Home Hospital Instruction Program” (HHIP) – Program is designed to students with medical limitations that prevent the student from attending school. IEP specialized instruction and related services are provide in the home or hospital setting.

C.3.10 “Individuals with Disabilities Education Act” (IDEA) – The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

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

C.3.11 “Individualized Education Program” (IEP) – In the United States an Individualized Education Plan, commonly referred to as an IEP, is mandated by the ‘Individuals with Disabilities Education Act’ (IDEA). In Canada and the United Kingdom, an equivalent document is called an Individual Education Plan. An IEP is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

C.3.11.1 The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service providers will do to help the student learn more known disabilities, simultaneously considering ability to access the general curriculum, considering how the disability affects the student’s learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment possible for the students.

C.3.12 “Local Education Agency” (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

C.3.13 “Every Student Succeeds Act of 2015” (ESSA) - On December 10, 2015, President Obama signed into law the Every Student Succeeds Act of 2015. The Act reauthorized the 50-year-old Elementary and Secondary Education Act by replacing the previous version of the law, known as ‘No Child Left Behind’ (NCLB), and is intended to offer states greater flexibility to address situations within local schools.

C.3.14 “National Provider Identifier” (NPI) - As a result of the Affordable Care Act, the Centers for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all providers of medical services to obtain a National Provider Identifier

(NPI). The NPI acts as a unique provider identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct Medicaid claiming, all providers rendering services on behalf of the District of Columbia Public Schools must obtain their NPI.

- C.3.15 “Occupational Therapy and Physical Therapy Program” – Program that encompasses Occupational Therapy and Physical Therapy services within Related Services/Division of Specialized Instruction/DCPS.
- C.3.16 “Occupational Therapy and Physical Therapy Program Manager” - A program manager is assigned by Related Services / Division of Specialized Instruction / DCPS to supervise and the services and program of Occupational Therapy and Physical Therapy.
- C.3.17 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.
- C.3.18 “Parent” – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- C.3.19 “Random Moment in Time Study” (RMTS) – RMTS is required by the federal Centers for Medicare & Medicaid Services (CMS) to secure reimbursement funds from Medicaid for schools. The reimbursement funds are used to pay for products and services to enhance the quality of student education. In order to maintain eligibility for Medicaid Reimbursement, DCPS must maintain a minimum response rate of 85% or higher.
- C.3.20 “Multi-Tiered Systems of Support” (MTSS) – A process of referring students to the school team of teachers and related service providers to review current difficulties or concerns in education, behavior, sensory, motor, communication, etc. to determine if pre-referral interventions are warranted. Tiered pre-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving MTSS services may or may not be special education.
- C.3.21 “Section 504” – Section 504 is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.
- C.3.22 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program
- C.3.23 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.

- C.3.24 “Students With Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.
- C.3.25 “Special Education Data System (SEDS)” - The Special Education Data System (SEDS) is a comprehensive data system designed to support high quality, seamless service delivery for children with disabilities. SEDS is currently in its third year of implementation. OSSE has mandated the use of PowerSchool Special Programs by all LEAS to support the goal of optimizing the ability to improve service delivery and increase compliance related to the provision of a Free Appropriate Public Education (FAPE) to all students with disabilities in the District of Columbia.

C.4 BACKGROUND:

- C.4.1 The District of Columbia Public Schools (DCPS) has a student population identified of 2000 students with occupational therapy needs. DCPS has an estimated need of approximately fifteen (15) Full-Time Equivalent (FTE) occupational therapists and one (1) Full-Time Equivalent (FTE) physical therapist to supplement DCPS’ staff to provide school-based occupational and physical therapy services.
- C.4.2 At any time during the contract, the staffing needs may increase or decrease based on the needs of DCPS.
- C.4.3 DCPS OTs and PTs provide intervention services to students and training support to school staff and parents, as well as ensures effective and timely assessments and service-delivery, supports Related Services capacity, and ensures compliance on the part of the DSI.
- C.4.4 DCPS is required by law, rules, and regulations to provide OT and PT services to all students identified with the needs in their MTSS plans, IEPs and 504 plans.
- C.4.4.1 The MTSS and IEP team members include students, parents, related service providers, teachers, school administrators, and related community resources. The OTs and PTs shall provide consultations, screenings, assessments, and intervention as a related service(s) and as indicated on students’ IEP, MTSS or 504 plans.
- C.4.5 Annually, DCPS, DSI and the Occupational Therapy and Physical Therapy Program identify strategic goals to address. The Contractor shall provide consultation and support DCPS’ current strategic plan and goals.

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C.4.6 Certified Occupational Therapy Assistants (COTAs) and are not eligible under this contract. OT or PT graduate students are not eligible under this contract.

C.4.7 DCPS is an urban school district with 118 schools, 50,000 students and 4,000 teachers. DCPS student population is as follows:

- 18% Hispanic
- 4% Asian, Multiracial, Other
- 13% White
- 64% Black
- 11% Are English Language Learners
- 15% Receive Special Education Services
- 76% Qualify for Free and Reduced Lunch

C.5 REQUIREMENTS:

STAFF REQUIREMENTS

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

C.5.1.1 The Contractor shall ensure each OT & PT holds a current DC DOH Board of Occupational Therapy license or DC DOH Board of Physical Therapy license. Contractor shall submit the DC DOH license to the DCPS Contract Administrator and DCPS OT and PT Program Manager three (3) business days prior to the Contractor's staff start date.

C.5.1.2 The Contractor shall ensure all staff hold a current and active DC DOH license at all times without gap or lapse. If at any time during the contract period, the Contractor's staff have a gap or lapse in the DC DOH license, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the uncertified or unlicensed staff.

C.5.2 The Contractor shall ensure each OT or PT possesses one full year of school-based or pediatric experience in occupational therapy or physical therapy.

C.5.2.1 The Contractor shall ensure that each new OT or PT graduate has completed one or more fieldwork level II school-based or pediatric experiences in occupational therapy or physical therapy.

C.5.2.2 The Contractor shall ensure each new OT or PT graduate has experience in the administration, scoring and writing of occupational or physical therapy assessments.

C.5.2.3 The Contractor shall ensure each new OT or PT graduate has experience participating in an IEP meeting in a school-based setting.

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- C.5.3 The Contractor shall provide staff specialized in educational occupational or physical therapy services to meet DCPS' need. This should include strong knowledge base of evidence-based assessment and intervention in the areas of autism, early childhood, medically fragile and assistive technology implementation.
- C.5.4 The Contractor shall provide bilingual staff to meet the growing bilingual needs in DCPS. Although it is understood that the provision of bilingual OT or PT staff does not substitute for the District's responsibility to provide translator services under the District's Language Access Act of 2004.
- C. 5.5 The Contractor shall provide a clinical OT/PT lead for this contract to provide supervision and oversight for the Contractor's OT & PT staff and Contractor's adherence to deliverables outlined in this contract / solicitation and DCPS' guidelines and policies including DCMR, OSSE and DCPS Occupational Therapy and Physical Therapy Program Guidebook. The Contractor shall include the clinical OT/PT lead on the staffing roster and provide the resume as outlined in Section M.3.1.
 - C. 5.5.1The Contractor clinical OT/PT lead shall complete bi-annual performance assessment comparable to the elements in DCPS' IMPACT tool.
 - C.5.5.2The Contractor clinical OT/PT lead shall provide clinical support and trainings to staff based on their clinical and caseload needs.
 - C.5.5.3The Contractor clinical OT/PT lead's time providing clinical and supervisory support is not billable to DCPS.
 - C.5.5.4The Contractual clinical OT/PT lead may be utilized in the Contractor's staffing roster as a regular OT/PT staff providing assessment and therapy services in schools or as a floating OT/PT staff.
 - C.5.5.5The Contractual clinical OT/PT lead shall have minimum of three (3) years of OT/PT clinical experience in school settings and previous experience with supervision.
 - C.5.5.6The Contractor shall ensure that staff have direct access to experienced supervisors with expertise in autism, sensory regulation, handwriting interventions including Handwriting Without Tears, special education law, interdisciplinary collaboration, evidence-based intervention techniques etc.), to ensure optimal programming and student outcomes.
- C.5.6 The Contractor's services shall adhere to the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
 - C.5.6.1 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
 - C.5.6.2The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Occupational Therapy Association (AOTA),

American Physical Therapy Association (APTA) standards governing delivery of occupational therapy physical therapy and special education services.

CLEARANCE AND PRE-EMPLOYMENT

- C.5.7 The Contractor shall provide proposed staff resumes, DC DOH license, sample assessment report and specialized training certificates before the staff provides services to DCPS students. Contractor shall provide current DC DOH license a minimum of three (3) days prior to the start date.
- C.5.8 The Contractor shall make available to DCPS all resumes, cover letters, curriculum vitae, and references of Contractor’s providers and managed staff before they start providing services to DCPS students. The Contractor shall submit the resumes for all proposed staff as described in Section M.3.1 Professional Qualifications.
- C.5.8.1 The Contractor shall submit all pre-employment documentation (i.e. TB-test results, NPI, DOH licensure) to the DCPS OT and PT Program Manager three (3) business days prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.
- C.5.9 The Contractor shall ensure all providers/clinicians undergo a DCPS interview via phone/video conference with the DCPS OT and PT Program Manager. After the interview, the DCPS OT and PT Program Manager will determine if the proposed provider is approved or rejected.
- C.5.10 The Contractor’s provider staff and management staff shall undergo background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements. Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor. Requirements must be completed prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.
- C.5.11 The Contractor shall complete the TB Risk Screening Assessment within the DCPS Clearance Application. Individuals whose assessments indicate one or more risk factors will be directed to complete a TB skin or blood test and return the cleared results prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.
- C.5.12 The Contractor shall ensure each OT and PT possesses a National Provider Identifier (NPI). The Contractor shall submit the NPI to the OT and PT Program Manager three (3) business days prior to the start of services to DCPS students. If at any time during the contract period, the Contractor’s staff have a gap or lapse in the NPI, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the staff without an NPI.

STAFF ROSTER

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- C.5.13 The Contractor shall develop a district wide staffing plan using the DCPS form approved by the DCPS Contract Administrator and DCPS OT and PT Program Manager. The staffing wide plan must list regular staff, floating staff and the Clinical OT/PT Lead. The Contractor shall submit proposed staffing roster and provide the resume, DOH license number, bilingual skills, clinical specialty information and years of school-based experience.
- C.5.13.1 The Contractor's regular staff should work no less than two (2) full days per week.
- C.5.13.2 The Contractor's floating staff is short-term personnel to be utilized during staffing gaps pending a permanent replacement.
- C.13.2.1 Floating staff is billable when assigned, covering staffing gaps and working with students. The floating staff should be utilized to ensure the Contractor fulfills their staffing numbers throughout as indicated on their DCPS contract and PO.
- C.5.13.3 The staffing roster must be submitted to the DCPS Contract Administrator and OT and PT Program Manager by the following deadlines:
- a. Within two (2) weeks of contract award;
- C.5.13.4 The Contractor's staffing plan shall detail the staffing and supervision assignments across DCPS. During the contract period and school year, the Contractor is required to submit updated provider roster to capture changes in regular and floating staff (i.e., resignations, terminations, new additions, etc...).
- C.5.13.5 The Contractor shall meet bi-weekly with the DCPS OT and PT Program Manager to review the Staffing Plan and adjust thereto.
- C.5.14 The Contractor shall assure continuity of service by having several clinicians identified with floating time so that they will be available to provide service at schools with delayed staff starts, unexpected breaks in service, such as school transitions, medical leaves and resignations during the school year.
- C.5.15 The Contractor shall notify DCPS two (2) weeks in advance of a staff delayed start, resignation, separation date or a contract position that the contractor is unable to staff.
- C.5.15.1 The Contractor shall notify DCPS of all potential candidates as they are subject to interview by DCPS OT and PT Program Manager.
- C.5.15.2 The Contractor shall cover the vacancies using floating staff or regular staff to cover the gap until a permanent replacement is secured.
- C.5.15.3 The Contractor shall secure a permanent replacement or staff person to cover the position due to staff delayed start, resignation, separation date or a contract position that the contractor is unable to staff.

C.5.15.4 The Contractor shall make up and deliver all services missed due to the vacant or abrupt departures prior to the end of the school year. The Contractor shall make-up services at no additional cost to DCPS.

DCPS ORIENTATION/TRAINING

C.5.17 The Contractor shall ensure ALL staff attend and complete the following mandatory orientation Trainings conducted by DCPS included by not limited: OT and PT New Hire Orientation, OT and PT Returning Staff Orientation, RMTS, SEDS, and Frontline. The Contractor's staff shall attend the DCPS opening of school August Pre-Service week trainings.

C.5.17.1 Prior to the start of the school year the DCPS Contract Administrator and DCPS OT and PT Program Manager will meet with the Contractor Clinical OT/PT Lead to review DCPS and OT and PT program policies and procedures.

C.5.18 The Contractor's new staff shall attend the mandatory OT and PT New Hire Orientation provided by DCPS.

C.5.19 The Contractor shall ensure all new and returning staff receive trainings regarding expectations outlined in the OT and PT Program Guidebook.

C.5.20 The Contractor shall ensure staff attends the DCPS OT and PT meetings, DCPS mandated professional staff developments, DCPS cohort meetings and DCPS learning community meetings.

C.5.21 DCPS reserves the right to hold the Contractor's providers/clinicians accountable to attend trainings on new DCPS policies as needed.

GENERAL PROCEDURES

C.5.22 The Contractor's staff shall adhere to the DCPS Occupational Therapy and Physical Therapy Program Guidebook for time and attendance procedures. **Refer to Attachment Document J.11.**

C.5.22.1 The Contractor shall sign in and out of each assigned school daily in the RSP Attendance book.

C.5.22.2 The Contractor shall report to work from 8:00 am to 3:30 PM during the regular school. The regular school day is a seven (7) hour billable workday. Lunch is not billable to the Contractor. Clinical supervision, oversight and clinical management completed by the Contractor are not billable to DCPS.

C.5.22.3 The Contractor shall report to work 5 hours per day during Extended School Year (ESY). ESY is four (4) days per week for four (4) weeks. ESY work days are 5 hour billable days. The Contractor shall report to work 7 hours per day for two (2) ESY training days.

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- C.5.22.4 The Contractor shall follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, etc.) as outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook and local school policies.
- C.5.22.5 The Contractor shall adhere to the adjusted work hours during parent teacher conference days. This is a seven-hour billable day. Lunch is not billable to the Contractor.
- C.5.22.6 The Contractor shall use a DC Government provided email address for all DCPS related email correspondence.
- C.5.23 Outside of IEP meetings and parent teacher conference days, Contractor shall consult, collaborate, and conference with teachers and parents on a monthly basis.
- C.5.24 The Contractor shall participate, as required and approved, in educational planning meetings including, but are not limited to School Collaborative Block meetings, special education school team meetings, Section 504, Eligibility/IEP, MTSS and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.
- C.5.25 The Contractor shall participate in school staff meetings held during Contractor's tour of duty.
- C.5.26 The Contractor shall be 100% compliant with Random Moment in Time Study Responses (RMTS).

ASSESSMENTS

- C.5.27 The Contractor shall adhere to DCPS' Occupational Therapy and Physical Therapy Program Guidebook policies and procedures, which include but are not limited to the assessment format, required assessment components, service log documentation elements, etc. **(Refer to Attachment J.11)**.
- C.5.28 The Contractor shall complete screenings and classroom observations as outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook.
- C.5.29 The Contractor must complete assigned assessments timely. Assessments are due within 45 days of parental consent.
 - C.5.29.1 The Contractor must complete, upload and close out assessments in SEDS in accordance with DCPS' guidelines within 45 days of parent consent.
 - C.5.29.2 If the assessment is ordered using an old consent date or old eligibility event, the assessment is due within 30 days of the order date or in alignment with the current DCPS IMPACT business rules for assessment timeliness.

- C.5.29.3 DCPS may request the removal of Contractor staff that complete any assessments late.
- C.5.29.4 For assessments with due dates that fall during holiday periods or school breaks, the Contractor shall develop a plan to ensure timely assessments prior to the initiation of holiday or break periods.
- C.5.29.5 The Contractor shall alert approved DCPS staff (LEA Representative, School Administration, DCPS Contract Administrator, OT and PT Program Manager) in writing of any difficulties within SEDS or student/school in completing the assessment timely.
- C.5.29.6 The Contractor shall adhere to DCPS Due Diligence: Untimely Assessment and Missed Services Guidance. **(Refer to Attachment J.10)**
- C.5.29.7 The Contractor assessment reports shall adhere to the DCPS Occupational Therapy and Physical Therapy Program Guidebook. **(Refer to Attachment J.11)**

INTERVENTION

- C.5.30 The Contractor shall provide an intervention schedule to the DCPS OT and PT Manager two (2) weeks after starting in DCPS, with the Principal's signature and that meets the requirements outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook.
- C.5.30.1 The Contractor shall provide an updated intervention schedule to the DCPS OT and PT Manager when there is a caseload change (addition/subtraction).
- C.5.30.2 The Contractor shall, in the first two (2) weeks of school or beginning of assignment, provide an introductory letter to parents/guardians and upload a copy into each student's communication log in SEDS.
- C.5.31 The Contractor shall on a weekly basis document a minimum of 95% of all delivered and attempted services in SEDS (known as service logs in the SEDS) by the end of their tour of duty the following Monday (or the following school day if Monday is a holiday or closure).
- C.5.31.1 The Contractor shall confirm the completion of the 95% documentation. Contractor shall not submit monthly invoice for staff until staff has documented a minimum of 95% of all delivered and attempted services in SEDS for the students in their assigned school and/or on their caseload.
- C.5.31.2 The Contractor shall ensure service logs shall adhere to the content and format according to the DCPS Occupational Therapy and Physical Therapy Program Guidebook **(Refer to Attachment J.11)**.
- C.5.31.3 The Contractor's staff shall generate one monthly service tracker note for each student on caseload by the fifth of the following month for service logs entered for the previous

month's services according to the DCPS Occupational Therapy and Physical Therapy Program Guidebook (**Refer to Attachment J.11**).

C.5.31.4 The Contractor shall confirm the completion of the monthly service trackers. Contractor shall not submit monthly invoice for staff until they finalize service trackers for all students in their assigned school and/or on their caseload by the fifth of the month.

MISSED SERVICES

C.5.32 The Contractor shall attempt to deliver 100% of the services required by each student's IEP, or 504 plan, for 100% of all students on assigned caseload, assuming such student is available to attend scheduled services and school is in session pursuant to DCPS missed services and due diligence guidance (**Refer to Attachment J.10**). Contractor may be requested to pay the parent(s) for compensatory education OT or PT services based on the undelivered minutes.

C.5.32.1 Contractor shall implement due diligence procedures pursuant to DCPS Due Diligence: Untimely Assessments and Missed Services Guidelines (**Refer to Attachment J.10**).

C.5.32.2 The Contractor shall follow the guidelines as outlined in DCPS Due Diligence: Untimely Assessments and Missed Services Guidelines (**Refer to Attachment J.10**), if scheduled services are missed due to unavailable staff. The Contractor shall make up such session(s) at no additional cost to DCPS.

C.5.32.3 The Contractor shall document all missed sessions (in SEDS) on how services will be made-up in the format indicated by DCPS per the Missed Related Services, Truancy, and Due Diligence Guidelines in (**Refer to Attachment J.10**).

C.5.32.4 The Contractor shall complete a missed service plan for all students whose services will be missed, prior to any staff taking such vacation or leave; resignation or termination. Missed service plans will be approved by DCPS staff (student's case manager, LEA Representative, OT and PT Program Manager).

C.5.32.5 The Contractor shall develop a missed services plan for all students whose services will be missed in the DCPS format.

C.5.32.6 The Contractor shall develop and implement proactive missed service plans and work collaboratively with DCPS and families to ensure flexible implementation. In the event that the Contractor's staff is unable to provide scheduled services due to vacation or leave, a missed services plan shall be developed and implemented by the Contractor for all students whose services will be missed, prior to any Contractor's staff taking such vacation or leave. The Contractor shall submit missed service plan following DCPS format prior to vacation/leave.

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C.5.32.7 The Contractor shall be informed of the acceptance of the make-up plan by the OT and PT Program Manager. The make-up sessions will be monitored monthly and quarterly by the OT and PT Program Manager.

C.5.32.8 The Contractor shall make up all remaining missed therapy time shall be made up by or before the first day of the last week of the school calendar. The Contractor shall make-up services at no additional cost to DCPS.

C.5.32.9 While missed services due to student absences do not require make up, the Contractor shall implement due diligence actions that satisfy DCPS requirements to ensure students receive the needed services. Refer to DCPS Missed Services, Truancy and Due Diligence Guidelines in (**Refer to Attachment J.10**)

C.5.32.10 The Contractor also shall:

- a. Provide immediate temporary coverage at schools left uncovered by the former staff or schools uncovered due to vendor staff start delays at any time during the contract period or school year to complete any assigned OT and PT therapy services;
- b. Cover the HOD / SA / Due Process Complaint Legal Fees and independent OT and PT services generated by the lack of occupational therapy or physical therapy coverage at schools due to the Contractor; and
- c. Make up services missed due to the vendor's staffing gap occurring at any time during the contract period without additional cost to the District.

PERFORMANCE ASSESSMENTS

C.5.33 The Contractor shall ensure supervision of practice and contract compliance. The Contractor shall submit the resume of key personnel responsible for ensuring supervision and contract compliance.

C.5.33.1 The Contractor shall provide oversight of the documentation, delivery and make up services to ensure services are delivered per DCPS guidelines and the terms of the contract.

C.5.33.2 Monthly, the Contractor shall review written documentation from staff (assessment reports, service tracker notes, IEP progress reports, etc.) to ensure documentation adheres to DCPS Occupational Therapy and Physical Therapy Program Guidebook and best practices for OT and PT services.

C.5.33.3 The Contractor shall provide all clinical supervision for OT and PT providers.

C.5.34 The Contractor shall evaluate staff bi-annually using a performance assessment tool similar to DCPS IMPACT performance areas of assessment quality, assessment compliance, intervention services, clinical standards, school collaboration, parent collaboration, 504 and IEP documentation quality (service logs and progress reports) and service delivery compliance.

- C.5.34.1 The Contractor and clinical OT/PT lead shall have experience completing staff performance evaluations for OTs. The Contractor shall submit a sample of an OT/PT staff evaluation with IFB.
- C.5.34.2 The Contractor should complete and finalize bi-annual performance evaluations no later than the end of DCPS' quarter two and quarter four periods.
- C.5.35 The Contractor shall develop written thirty (30) day performance plans, which are required for low performing staff based on bi-annual performance evaluations or reported by DCPS or Contractor. The Contractor shall submit a sample of an OT/PT staff performance improvement plan with this IFB.
- C.5.35.1 DCPS OT and PT Program Manager must approve all written thirty (30) day Performance plans. Performance plans may be renewed for another 30 days if improvement is not demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request dismissal of Contractor staff based on lack of performance improvement.
- C.5.36 DCPS shall have the right to request dismissal of the Contractor staff based on a lack of performance by such staff, subject to prior written notice to the Contractor and an opportunity for the Contractor to address the specific performance issues within 30 days after receipt by Contractor of written notice from DCPS of such lack of performance.
- C.5.36.1 Upon request from DCPS, the Contractor shall remove low performing OTs or PTs and replace with appropriate personnel within thirty days (30) of the request.
- C.5.37 The Contractor shall be subject to unannounced assessment, intervention and IEP meeting observations by DCPS OT and PT Program Manager.

BI-WEEKLY MEETINGS WITH DCPS

- C.5.38 The Contractor shall meet with the DCPS OT and PT Program Manager **bi-weekly** to discuss topics such as the following items:
 - a. Assessment Timeliness
 - b. Services delivered
 - c. Documented Services
 - d. Missed/Made Up Services
 - e. Random Moment in Time Study completion
 - f. Staffing roster updates, to include school assignments and caseload updates
 - g. Details on the evidence-based interventions provided by staff
 - h. Student outcomes of the OT interventions from staff
 - i. Upcoming meetings/activities for the following week
 - j. Review of Contractor's staff performance and personnel issues
 - k. Current challenges and barriers to success
 - l. Professional Development Training Planning

C.5.39 The Contractor shall provide an annual presentation to DCPS Contract Administrator and OT and PT Program Manager, DSI and OCA leadership to review data on key initiatives as set and agreed upon in terms of format and content. The annual report should include successes, accomplishments, progress towards contract deliverables and performance indicators.

C.5.40 The Contractor shall collaborate with DCPS, DSI, Related Services and Occupational Therapy and Physical Therapy Program goals and initiatives. Each school year, these initiatives and goals will be provided to the Contractor.

C.6 CONSEQUENCES OF NON-COMPLIANCE

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

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

Provision and Solicitation Reference	Damages Per Occurrence
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves. (Sections C.5.13, C.5.13.4, C.5.14, C.5.15.2, C.5.15.3, C.5.15.4)	The Contractor shall secure a permanent replacement or staff person to cover the position due to staff delayed start, resignation, separation date or a contract position that the contractor is unable to staff. The Contractor shall make up and delivery all services missed due to the vacant or abrupt departures prior to the end of the school year. The Contractor shall make-up services at no additional cost to DCPS. (Sections C.5.15.3, C.5.15.4, C.5.40.8)
The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children. (Sections C.5.1, C.5.7)	If at any time during the contract period, the Contractor’s staff have a gap or lapse in DC DOH license, DCPS is unable to obtain Medicaid reimbursement. The Contractor

	shall reimburse DCPS for the hours billed by the uncertified or unlicensed staff. (Section C.5.1.2)
The Contractor shall ensure all staff possess a National Provider Identifier (NPI) three days prior to starting in DCPS. (Sections C.5.12)	If at any time during the contract period, the Contractor’s staff have a gap or lapse in the NPI, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the staff without an NPI. (Section C.5.12)
The Contractor shall complete screenings and assessments (including bilingual) within 45 days from parental consent date. (Sections C.5.37, C.5.37.2)	DCPS will request the removal of Contractor staff that complete any assessments late. (Section C.5.37.3)
The Contractor shall document 95% of IEP services into SEDS on Monday by noon. (Section C.5.39)	The Contractor shall confirm the completion of the 95% documentation. Contractor shall not submit monthly invoice for staff until staff has documented 95% of all delivered and attempted services in SEDS for the students in their assigned school and/or on their caseload. (Section C.5.39.1)
All service tracker notes must be finalized by the 5 th of the following month. (Section C.5.39.3)	The Contractor shall confirm the completion of the monthly service trackers. Contractor shall not submit monthly invoice for staff until they finalize service trackers for all students in their assigned school and/or on their caseload by the fifth of the month. (Section C.5.39.4)
The Contractor shall attempt to deliver 100% of all IEP prescribed services to each student on caseload. (Section C.5.40)	Contractor may be requested to pay the parent(s) for compensatory education OT or PT services based on the undelivered minutes. (Section C.5.40)
All missed sessions must be made-up per makeup plan. This should occur within the quarter.	The Contractor shall make up all remaining missed

(Section C.5.40.8)	therapy time shall be made up by or before the first day of the last week of the school calendar. The Contractor shall make-up services at no additional cost to DCPS. (Section C.5.40.8)
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C.6.3 Non Compliance Appeal - Appeals shall be handled according to applicable law and policy.

C.7 DCPS RESPONSIBILITIES AND TASKS

- C.7.1 DCPS Project Manager will be the DCPS OT and PT Program Manager.
- C.7.2 DCPS Project Manager will collaborate with the Contractor in determining best matches in assigning each therapist to school(s). DCPS will provide the Contractor with DCPS identification for admission to the schools to which the Contractor is assigned.
- C.7.2 DCPS Project Manager will provide k12.dc.gov email accounts; the Contractor shall require staff access DCPS email accounts at least once per 24 hours. The Contractor shall require staff respond to DCPS emails or DCPS-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business.
- C.7.3 DCPS Project Manager will provide orientation to the schools and access to any programs generally required for school personnel, MTSS, IEPs or Section 504 plans of referred students, along with any other pertinent information that would be helpful in supporting the students.
- C.7.4 DCPS Project Manager will provide the Contractor access to the schools, student charts, MTSS, 504 plans and IEPs, assessment data (ordered, open, complete, timeliness) and and data related to documentation, missed and delivery information pertinent to therapy programming for contracted OT and PT providers through SEDS and Frontline.
- C.7.5 DCPS Project Manager agrees to support Contractor in the appropriate reengineering of the District’s contracted OT & PT service delivery system, which would include, but not be limited to:
 - a. Development and implementation of specific exit/entry criteria
 - b. Appropriate discharge of students from caseload including support of student service alignment plan meetings
 - c. Implementation of therapy “inclusion” and “group therapy” models when feasible and applicable
 - d. Strong management of the District’s team leaders to support appropriate reengineering of the delivery system. (i.e.: for every case turned down for

discharge/modification of services, DCPS agrees to review that case with the Contractor's clinical director and determine, if applicable, next steps to resolve)

- C.7.6 DCPS Project Manager will also provide a directory of schools inclusive of addresses, email addresses and school telephone numbers.
- C.7.7 DCPS Project Manger will provide access to an itemized list of the individual students designated to receive services and the assigned school(s) for staff via SEDS.
- C.7.8 At any time, DCPS has the option to decrease contractual staffing as DCPS staffing increases.
- C.7.9 DCPS will provide training in the use of the designated data management tool in use, which captures each discrete encounter per student (i.e.: SEDS, ASPEN and Frontline)
- C.7.10 DCPS Project Manager will provide the daily oversight of the services to students, schools and parents per the OCA contract agreement and DCPS policies.
- C.7.10 DCPS Project Manager and Contract Administrator will evaluate the Contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.
- C.7.11 DCPS Contract Administrator may disallow invoices that are not accompanied by the above requirements listed in C.5, and for staff that have not substantiated their current licensure status with written documentation; these invoices will not be paid until the issues in question are satisfactorily rectified.
- C.7.12 DCPS Contract Administrator shall provide fiscal oversight of this contract.
- C.7.13 DCPS Contract Administrator shall monitor the Contractor's compliance with covering schools using regular or temporary staff, meeting contract staff numbers, assessment timeliness, service documentation, service delivery, service tracker finalization, quarterly school trainings and professional development trainings.
- C.7.14 DCPS Contract Administrator shall review monthly invoices from Contractor for reciving and payment.

C.8 ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- C.8.1 The Contractor shall provide documentation with invoices that:
 - C.8.1.1 Corroborate the date(s) and time(s) of service provided by occupational and physical therapists;
 - C.8.1.2 Verify arrival and departure times from schools assigned (pursuant to schedules provided) using a timesheet with DCPS school administrator printed name and signature;
 - C.8.1.3 Confirm the names of the students with verification of services were logged in SEDS and service trackers finalized,

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- C.8.1.4 Confirm 95% documentation for each student;
- C.8.1.5 Confirmed finalization of monthly service trackers by the fifth of the month and
- C.8.1.6 Attempted delivery of 100% of services for each student by the last invoice.

C.8.2 The Contractor's staff shall:

- C.8.2.1 Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);
- C.8.2.2 Sign in and out on a specific attendance book at schools;
- C.8.2.3 Be subject to unannounced observations by DSI and OT and PT Program Manager;
- C.8.2.4 Disengage from use of cellphones or texting during school hours and
- C.8.2.5 Communication with parents outside of the presence of school-based staff, i.e. teacher, LEA Representative, Special Education Coordinator, Principal, or Assistant Principal must be documented in the communications log.

C.8.3 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

SECTION D: PACKAGING AND MARKING

[RESERVED]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number *six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

The base term of the contract shall be for a period of from October 1, 2023 through September 30, 2024.

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 two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary

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written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES:

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Section Reference	Performance Standard	Acceptable Quality Level	Surveillance Method	Consequences
1. Sections C.5.8.1, C.5.10, C.5.11	The Contractor is responsible for ensuring all Contractors and sub-contractors undergo the DCPS background check procedures and drug testing.	100%	Beginning of employment	The Contractor shall be prohibited from beginning employment until the all background check procedures have been passed and cleared.
2. (Sections C.5.13, C.5.13.4, C.5.14, C.5.15.2, C.5.15.3, C.5.15.4)	The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	Ensure staffing roster reflect staff to fill the FTE contract number. Staffing roster includes floating staff.	Monthly evaluation	The Contractor shall secure a permanent replacement or staff person to cover the position due to staff delayed start, resignation, separation date or a contract position that the contractor is unable to staff. The Contractor shall make up and deliver all

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				<p>services missed due to the vacant or abrupt departures prior to the end of the school year. The Contractor shall make-up services at no additional cost to DCPS. (Sections C.5.15.3, C.5.15.4, C.5.40.8)</p> <p>DCPS may reduce the contract and/or not exercise the option year.</p>
3. Section C.5.9	The Contractor shall ensure that all staff undergoes DCPS interviews and other hiring processes.	100%	<p>Quarterly evaluation</p> <p>Review of OTC fingerprinting and drug clearance reports.</p>	The Contractor shall be prohibited from starting services until interviewed and approved by DCPS.
4. Section C.5.17	The Contractor shall ensure all staff attend the mandatory DCPS trainings and professional development meetings as determined by the OT and PT Program Manager.	100%	<p>Beginning of employment and training sign in sheets.</p>	<p>Attendance will be noted during evaluation</p> <p>DCPS may request removal of staff for missing mandatory trainings.</p>
5. Section C.5.7	The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.	100%	<p>3 days prior to the start date</p> <p>Monthly review of certification for each staff with the Contractor's clinical lead</p>	<p>If at any time during the contract period, the Contractor's staff have a gap or lapse in the DC DOH license, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the uncertified or</p>

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				<p>unlicensed staff. (Section C.5.1.2)</p> <p>DCPS may reduce the contract and/or not exercise the option year with the Contractor.</p>
6. Section C.5.12	The Contractor shall ensure all staff possess a National Provider Identifier (NPI) three days prior to starting in DCPS.	Due three (3) days prior to starting in DCPS as an OT or PT	Bi-Monthly Meetings	<p>If at any time during the contract period, the Contractor's staff have a gap or lapse in the NPI, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the staff without an NPI. (Section C.5.12)</p> <p>DCPS may reduce the contract and/or not exercise the option year with the Contractor.</p>
7. Sections C.5.37, C.5.37.2	The Contractor shall complete screenings and assessments (including bilingual) within 45 days from parental consent date.	100%	Weekly	DCPS may request the removal of Contractor staff that complete any assessments late. (Section C.5.37.3)
8. Section C.5.39	The Contractor shall document a minimum of 95% of IEP services into SEDS on Monday by noon.	95% of the time	Weekly/Monthly review of SEDS documentation data	The Contractor shall confirm the completion of the 95% documentation. Contractor shall not submit monthly invoice for staff until staff has

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				documented a minimum of 95% of all delivered and attempted services in SEDS for the students in their assigned school and/or on their caseload. DCPS may request the removal of Contractor staff.
9. Section C.5.40	The Contractor shall attempt to deliver 100% of all IEP prescribed services to each student on caseload.	100% of the time	Monthly monitoring of delivered services data Quarterly, DCPS will calculate the amount of missed services student.	Contractor may be requested to pay the parent(s) for compensatory education OT or PT services based on the undelivered minutes.
10. Sections C.37.5, C.40, C.40.1, C.40.2, C.40.3	The Contractor adheres to DSI Due Diligence Guidelines	100% of the time	Monthly	DCPS may request removal of staff. DCPS may reduce the contract and/or not exercise the option year with the Contractor.
11. Section C.5.40.8	All missed sessions must be made-up per makeup plan. This should occur within the quarter.	100% of the time	Monthly	The Contractor shall make up missed therapy time. All remaining missed therapy time shall be made up by or before the first day of the last week of the school calendar. The Contractor shall make-up services at no

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				additional cost to DCPS.
12. Section C.5.3.4	The Contractor shall be 100% compliant with DCPS RMTS	95% of the time	Quarterly	DCPS may not exercise option year with the Contractor.
13. Section C.40.8	Provide make-up services by the first day of the last week of school on the academic calendar for all missed services	Attempted delivery of 100% of services for each student's ISP, IEP, or 504 plan for 100% of all students.	Monthly/ Quarterly	The Contractor shall make up missed therapy time. All remaining missed therapy time shall be made up by or before the first day of the last week of the school calendar. The Contractor shall make-up services at no additional cost to DCPS. DCPS may not exercise option year with the Contractor.
14. Section C.5.38.2	The Contractor shall be responsible for notifying DCPS two weeks ahead of time when a staff shall be resigning or is on extended leave of absence. The Contractor shall be responsible for finding a replacement within that time period.	Two weeks notice prior to separation date		DCPS may reduce the contract and/or not exercise the option year with the Contractor.
15. Section C.5.46, C.5.46.1	The Contractor shall acknowledge the right for DCPS to request dismissal of the Contractor staff based on a lack of performance.	100% of time	Bi-Weekly meetings with the Contractor's clinical manager. Quarterly meetings with the Contractor	The Contractor has the opportunity to address the specific performance issues within 30 days after receipt by the Contractor or written notice from DCPS of such lack of performance.

16. Section C.5.48	The Contractor shall attend bi-monthly, and quarterly meetings.	Bi-weekly		DCPS may reduce the contract and/or not exercise the option year with the Contractor.
17. Sections C.5.5, C.5.19, C.5.29, C.5.35, C.5.38	The Contractor shall adhere to DCPS Occupational Therapy and Physical Therapy Guidebook.	100% of time	Bi-Weekly meetings with the Contractor's clinical manager.	DCPS may reduce the contract and/or not exercise the option year with the Contractor.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT:

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL:

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. The District of Columbia Public Schools, Office of the Chief Financial Officer (OCFO) now accepts and processes its invoices electronically. The Contractor shall submit its invoice simultaneously to dcps.invoices@dc.gov and the CA identified in G.9 to facilitate payment of the invoice(s).

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

- Contractor timesheet with sign in and out time for each assigned school with each DCPS school administrator printed name and signature;

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number, purchase order number and invoice number;

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G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

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

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

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

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

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

G.4 PAYMENT:

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.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of 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 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 percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

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 as a result 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 CLAUSE:

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.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO):

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

Brenda Allen
Contracting Officer
District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE - 9th Floor
Washington, DC 20002
O: 202-251-2789
E-Mail: brenda.allen2@k12.dc.gov

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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 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:

Vaishnavi Tallury, MA, OTR/L
Program Manager, Occupational and Physical Therapy
District of Columbia Public Schools
Division of Special Education
1200 First Street NE, 8th Floor
Washington, DC 20002
Cell: (202) 549-8795
E-mail: vaishnavi.tallury@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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES:

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

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

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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 Revision 27, dated June 30, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 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 this chapter 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 this chapter, 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

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's (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 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.

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H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which 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, Disputes**.

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

H.6 ADVISORY AND ASSISTANCE SERVICES:

H.6.1 This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

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

During the performance of this contract, the Contractor and any of its subcontractors shall comply with

the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006:

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
 - (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS:

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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.9.1.3A 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.9.1.5A prime contractor that is a certified joint venture 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 contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort 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.9.1.7A 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 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 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 DISTRICT RESPONSIBILITIES:

See Section C

H.12 CONTRACTOR RESPONSIBILITIES:

See Section C

H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH:

H.13.1 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 any personnel with access to students and/or student records.

H.13.2 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.13.3 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;

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

H.13.5 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.7.3(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.13.6 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.13.7 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.13.8 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.13.9 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.13.10 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.13.11 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.13.12 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.13.13 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.13.14 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 volunteer in the positions providing services to students via this solicitation.
- H.13.15 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.13.16 The COTR 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.13.17 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.13.18 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS:

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

I.3 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME:

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

I.5 RIGHTS IN DATA:

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 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 commencement of work or else will be presumed to be Custom Products.

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

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

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) 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 is 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 proposal 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(s) of the project or work plan or contract; and (2) be licensed 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.

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

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow [NOT APPLICABLE]

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

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

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

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS:

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

I.7 SUBCONTRACTS:

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

I.8 INSURANCE:

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

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 effected 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. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in

writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

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

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

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

- 4. 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.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. 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.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and

molestation endorsement for the required amounts or through a separate stand alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements 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. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all 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 Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. 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:
Brenda Allen/DC Public Schools
1200 First Street NE 9TH Floor Washington DC
202-251-2780
Brenda.allen2@k12.dc.gov**

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

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

- L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.9 EQUAL EMPLOYMENT OPPORTUNITY:

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

I.10 ORDER OF PRECEDENCE:

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

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. -The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

I.11 DISPUTES:

Delete Article 14, Disputes, of the Standard Contract Provisions 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 (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 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.

Commented [TV(5): ?

I.13 PAY-TO-PLAY PROHIBITION

I.13.1 GENERAL PROHIBITION

- I.13.2 No business entity shall be eligible for award of District contracts after November 8, 2022 if the business entity or any of its principals contributes to a candidate for political office in violation of this chapter. Nothing in this chapter shall be construed as prohibiting any candidate for public office from self-financing his or her own campaign.

I.14 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE MAYOR

- I.14.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or

notification to the business entity that its response was unsuccessful, whatever occurs soonest.

I.14.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

I.14.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends or is terminated.

I.14.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award through one year after the contract ends or is terminated.

I.15 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE ATTORNEY GENERAL

I.15.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award,

date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

I.15.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest

I.15.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date of contract award through one year after the contract ends or is terminated.

I.15.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

I.16 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE COUNCIL

I.16.1 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from

the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

- I.16.2 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

I.17 PROHIBITED CONTRIBUTIONS: TERM CONTRACTS

- I.17.1 No business entity that has been awarded a term contract (including indefinite delivery/indefinite quantity contracts, requirements contracts, or a D.C. supply schedule contract) with a ceiling of \$250,000 or greater nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period beginning November 9, 2022 or the date the business entity submits its application, which every occurs later, through one year after the contract ends or is terminated.

I.18 CERTIFICATION BY BUSINESS ENTITIES

- I.18.1 Every business entity seeking a contract with a maximum aggregate value of \$250,000 or more shall certify that it and its principals are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*).
- I.18.2 Every business that has successfully been awarded a District contract with a maximum aggregate value of \$250,000 or more shall re-certify that it and its principal are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*) prior to the exercise of any option period of that contract.

I.19 MANDATORY DISCLOSURES

- I.19.1 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official title, and home addresses, of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.
- I.19.2 Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates as to its principals that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract’s period of performance.
- I.19.3 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal a list of any other contract or contracts it currently holds, or is seeking to obtain, from any district agency or instrumentality that contains the following information:
 - (a) The procuring agency;
 - (b) The program agency;
 - (c) The maximum aggregate value of the contract; and
 - (d) The date the contract was awarded.

I.20 PENALTIES

- I.20.1 A violation of this this chapter by a business entity or any of its principals shall be cause for debarment pursuant to section 907 of the Procurement Practices Reform Act of 2010, effective Apr. 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-359.07), and termination of the contract for default.

I.21 DEFINITIONS

- I.21.1 When used in this chapter, the following terms and phrases shall have the meanings ascribed:

“Business entity” – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative associations,

unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

“Maximum aggregate value” – the total sum of the contract ceiling including the base period and any subsequent option periods or extensions.

“Principal” – Any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity. A dean of an educational institution is not a “principal” within the meaning of this definition.

“Seeking” – The act of any business entity submitting a bid or proposal to any contracting authority of the District of Columbia, or submitting an application to participate in DC Supply Schedule

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination [Wage Determination No. 2015-4281 Revision 14, dated July 16, 2019]
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications

Attachment Number	Document
	available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	DSI 18-19 Programs & Resources Guide for Staff
J.10	Due Diligence Guidelines: Untimely Assessments and Missed Services
J.11	SY 2023-2024 DCPS Occupational Therapy and Physical Therapy Program Guidebook
J.12	Sample Contractor Invoice Cover
J.13	Sample Contractor Invoice Time Tracking Form
J.14	Contractor’s Subcontracting Plan
J.15	Statement of Services Agreement For Parentally-Placed Private School Children with Disabilities
J.16	Attendance Intervention Protocol

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

[available at www.ocp.dc.gov click on “Required Solicitation Documents”]

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD:

L.1.1 Most Advantageous to the District

The District intends to award *multiple* contract[s] resulting from this solicitation to the responsible offeror[s] whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.2 PROPOSAL ORGANIZATION AND CONTENT:

L.2.1 The offeror shall submit one (1) original of the written bids. The bid shall be submitted in two parts titled, “Technical/Price Bid.” Bids shall be typewritten in 12 point font size on 8.5” by 11” bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: [Proposal in Response to Solicitation No. **IFB GAGA-2023-I-0317** “Occupational Therapy and Physical Therapy Services” + name of bidder/offeror].

Commented [TV(6)]: Does this need to be updated or is this still the format we are receiving proposals?

The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. All technical information must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which of Section C,

L.2.4 The offeror shall label each attachment, i.e., “Technical/Price Bid”

L.2.5 Offerors are directed to the specific scope of work found in Section C of this solicitation. The The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The price proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF BIDS TO BE MADE AVAILABLE TO THE PUBLIC:

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the DCPS website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS:

Bids must be submitted electronically via email at: dcpsoca.inquiries@k12.dc.gov, no later than, Monday, August 14, 2023, at 1:00 P.M. EST.

L.4.1 Bid Submission

L.4.1.1 Bids must be submitted no later than 1pm EST, MONDAY, AUGUST 14, 2023.

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

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

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals.

L.4.3 LATE PROPOSALS

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

L.4.4 LATE MODIFICATIONS

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS:

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to dcpsoca.inquiries@k12.dc.gov, and laveta.hilton@k12.dc.gov. **The prospective offeror shall submit questions no later than 1pm EST, Monday, August 8, 2023. The District will not consider any questions received after the specified date of Monday, August 8, 2023 at 1pm EST.** The District will furnish responses via an amendment published on the DCPS website, dcps.dc.gov. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA:

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

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS:

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS:

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

L.10 RETENTION OF PROPOSALS:

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

L.11 PROPOSAL COSTS:

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

L.12 CERTIFICATES OF INSURANCE:

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

Brenda Allen
Contracting Officer

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**District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE -- 9th Floor
Washington, DC 20002
O: 202-251-2780
E-Mail: brenda.allen2@k12.dc.gov**

L.13 ACKNOWLEDGMENT OF AMENDMENTS:

The offeror shall acknowledge receipt of any amendment to this solicitation via signed copies of the amendments submitted with the proposals. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS:

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR:

Each proposal must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS:

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished.

Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY:

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY:

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District, Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

- Minimum of five (5) years in business providing Occupational Therapy and Physical Therapy services
- Minimum of three (3) years in the provision of Occupational Therapy and Physical Therapy services in an urban school setting

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE):

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

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for bids submitted by the SBE in response to this (IFB).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for bids submitted by the ROB in response to this IFB.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this IFB.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this IFB.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this IFB.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this IFB.

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

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this IFB.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT:

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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