



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

OFFICE of RESOURCE STRATEGY  
CONTRACTS AND ACQUISITIONS DIVISION  
1200 First Street, NE, 9<sup>th</sup> Floor - Washington, DC 20002  
202-442-5111 ☎ FAX 202-442-5634

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NOTICE TO PROCEED

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September 28, 2022

Sabra Gelfond  
President  
National Speech/Language Therapy Center, Inc.  
412 First Street, SE – Rear Bldg. Lower Level  
Washington, DC 20003

Subject: **Notice to Proceed** –  
Caption: Speech Language Pathology Services (EQUITABLE)  
Amount: \$99,000.00

Ms. Gelfond,

The District of Columbia Public Schools (DCPS), Contracts and Acquisitions Division on behalf of the Office of Teaching and Learning, Division of Specialized Instruction provides this letter as written confirmation to **National Speech/Language Therapy Center, Inc.** (herein after, “Contractor”) to provide Speech Language Pathology Services.

The period of performance under this Notice to Proceed is October 1, 2022, through November 30, 2022, which shall allow sufficient time for DCPS to provide a purchase order to the Contractor while additional documents associated with the contract (GAGA-2021-C-0155B) are completed. This Notice to Proceed shall merge with the purchase order upon execution. All services provided under this Notice to Proceed shall adhere to the applicable District and federal laws.

The DCPS representative shall be Mr. Nicholas Weiler, DCPS, Office of Teaching and Learning, Division of Specialized Instruction, who shall coordinate and address any matters relative to invoices against the proposed purchase order.

Pursuant to your invoices and the purchase order, DCPS will issue a check for payment to **National Speech/Language Therapy Center, Inc.** This Notice to Proceed will authorize a payment not to exceed \$99,000.00.

Any questions you may have regarding this notice shall be addressed to Nicholas Weiler at [nicholas.weiler@k12.dc.gov](mailto:nicholas.weiler@k12.dc.gov) or myself, LaVeta Hilton at (202) 442-5136 or via email at [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov).

<b>SOLICITATION, OFFER, AND AWARD</b> ☆ ☆ ☆ Government of the District of Columbia				1. Caption:			Page 1 of 52 Pages		
				<b>Speech Language Pathology Services (EQUITABLE)</b>					
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
TBD		GAGA-2021-I-0155				09/20/21			
				Sealed Offer (IFB)				Open	
				X Sealed Proposals (RFP)				Set Aside	
				Other		X		Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of Resource Strategy Contracts and Acquisitions Division 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002				8. Address Offer to:  <u>dcpsoca.inquiries@k12.dc.gov</u>					
NOTE: In Sealed Competitive Proposal Solicitations "offer" and "offeror" means "bid" and "bidder."									
<b>SOLICITATION</b>									
9. Due to the current "Stay-at-Home Order" and Teleworking conditions of the District government, <b>electronic offers</b> for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, <b>No later than 3:00pm EST Monday, September 27, 2021.</b>									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact									
A. Name		B. Telephone Number		C. E-mail Address					
LaVeta Hilton		Phone 202-442-5112		Laveta.hilton@k12.dc.gov					
11. Table of Contents									
(X)	Section	Description	Page	(X)	Section	Description	Page		
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	01	X	I	Contract Clauses	34 to 44		
X	B	Supplies or Services and Price/Cost	02 to 06	PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	06 to 16	X	J	List of Attachments	43 to 44		
X	D	Packaging and Marking	16	PART IV- REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	16	X K Representations, Certifications and other Statements of Offerors 45					
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X	G	Contract Administration Data	19 to 24	X	L	Instructions, Conditions & Notices to Offerors	45 to 50		
X	H	Special Contract Requirements	24 to 34	X	M	Evaluation Factors for Award	50 to 52		
<b>OFFER</b>									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment									
10 Calendar days %		20 Calendar days %		30 Calendar days %		Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):									
Amendment Number(s)			Date		Amendment Number			Date	
NA - No Amendments									
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
National Speech Language Therapy Center 412 First Street, Rear Lower Level Washington, DC 20003				Sabra Gelfond, Executive Director					
15B. Telephone				17. Signature				18. Offer Date	
(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above				9/27/2021		
202	470	4185	- Refer to Section G						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data			
			\$249,200.00						
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
LAVETA HILTON					Laveta Hilton			9/30/22	

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

- B.1** The District of Columbia Public Schools (DCPS), Office of the Chief Resource Strategy Officer, Contracts and Acquisitions Division), on behalf of the Division of Specialized Instruction (DSI) requires an experienced licensed Contractor with the capacity to provide Speech Language Therapy services to students attending private, religious or home school educational environments in the District of Columbia. These students are located across the District of Columbia and are approved through the DCPS Child Find Program for School Aged Students with a completed Individualized Service Plan (ISP) from the DCPS Centralized IEP team.
- B.2 PRICE SCHEDULE:**
- B.2.1** The Contractor shall charge an hourly rate for performing speech-language pathology services which include consultation, direct intervention services, report writing, goal development for ISPs and participating in annual ISP meetings.
- B.2.2** The Contractor shall not be assigned to complete formal assessments or evaluations for private, religious or home school educational environment students
- B.2.3** **The hourly rate shall include all direct and indirect costs.** The hourly rate shall be inclusive of attendance of ISP meetings, service delivery as prescribed on the ISP and time spend on administrative and clinical matters including report writing/ documentation. See the cost and price schedule (Section B.4)
- B.2.3.1** 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, assessment protocols, intervention materials and technology equipment such as laptops or cellular phones to their staff. The Contractor is not expected to provide materials/equipment to students.**
- B.2.4** The Contractor shall provide a rate that is inclusive of anticipated travel cost, administrative costs, equipment, materials and supplies.
- B.2.5** The Contractor shall provide the services at the student's a private, religious or home school environment during the school hours and student days for the private, religious or home school educational environment calendar.
- B.2.6** The Contractor shall charge fifty percent (50%) of their hourly rate for any scheduled missed session due to the student's absence. Should the Contractor complete any make up sessions, the bill rate is the full rate. This does not include school closures due to holidays, schools breaks or inclement weather.
- B.2.7** **The District contemplates award of a Firm-Fixed Price, Requirements contract; the award may be made to multiple Bidders, if necessary.**
- B.3** **PRICE/COST SCHEDULE – Fixed Price Requirements:**

# National Speech Language Therapy Center

## Price Proposal

GAGA-2021-I-0155 Speech Language Pathology Services (EQUITABLE)

**B.3.1 Base Year – October 1, 2021 to September 30, 2022:**

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number	Unit	Unit Price	Estimated Total Price (Ceiling)
0001A	Thirty-Minute Speech Language Pathology Therapy Session	<b>1,320 hours</b> (2.5 hours per month X 12- months X 44 children)	Hour	\$ <u>175.00</u>	\$ <u>231,000</u>
0002A	Participation in Annual ISP Meeting (SLP)	<b>44</b>	Each	\$ <u>350.00</u>	\$ <u>15,400</u>
0003A	Quarterly Training for Parents	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
0004A	Quarterly Training for Staff	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
<b>Grand Total for B.3.1 (Base Year Total Price)</b>					\$ <u>249,200</u>

**B.3.2 Option Year One – October 1, 2022 to September 30, 2023:**

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number	Unit	Unit Price	Estimated Total Price (Ceiling)
1001A	Thirty-Minute Speech Language Pathology Therapy Session	<b>1,320 hours</b> (2.5 hours per month X 12- months X 44 children)	Hour	\$ <u>175.00</u>	\$ <u>231,000</u>
1002A	Participation in Annual ISP Meeting (SLP)	<b>44</b>	Each	\$ <u>350</u>	\$ <u>15,400</u>
1003A	Quarterly Training for Parents	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
1004A	Quarterly Training for Staff	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
<b>Grand Total for B.3.2 (Option Year One Total Price)</b>					\$ <u>249,200</u>

**B.3.3 Option Year Two – October 1, 2023 to October 30, 2024:**

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number	Unit	Unit Price	Estimated Total Price (Ceiling)
2001A	Thirty-Minute Speech Language Pathology Therapy Session	1,320 hours (2.5 hours per month X 12- months X 44 children)	Hour	\$ 175	\$ 231,000
2002A	Participation in Annual ISP Meeting (SLP)	44	Each	\$ 350	\$ 15,400
2003A	Quarterly Training for Parents	4	Each	\$ 350	\$ 1,400
2004A	Quarterly Training for Staff	4	Each	\$ 350	\$ 1,400
<b>Grand Total for B.3.3 (Option Year Two Total Price)</b>					<b>\$ 249,200</b>

**B.3.4 Option Year Three – October 1, 2024 to September 30, 2025:**

CLIN (Contract Line Item Number)	Item Description	Estimated Quantity Number	Unit	Unit Price	Estimated Total Price (Ceiling)
3001A	Thirty-Minute Speech Language Pathology Therapy Session	1,320 hours (2.5 hours per month X 12- months X 44 children)	Hour	\$ 175	\$ 231,000
3002A	Participation in Annual ISP Meeting (SLP)	44	Each	\$ 350	\$ 15,400
3003A	Quarterly Training for Parents	4	Each	\$ 350	\$ 1,400
3004A	Quarterly Training for Staff	4	Each	\$ 350	\$ 1,400
<b>Grand Total for B.3.4 (Option Year Three Total Price)</b>					<b>\$ 249,200</b>

**B.3.5 Option Year Four – October 1, 2025 to September 30, 2026:**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity Number</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price (Ceiling)</b>
4001A	Thirty-Minute Speech Language Pathology Therapy Session	<b>1,320 hours</b> (2.5 hours per month X 12- months X 44 children)	Hour	\$ <u>175</u>	\$ <u>231,000</u>
4002A	Participation in Annual ISP Meeting (SLP)	<b>44</b>	Each	\$ <u>350</u>	\$ <u>15,400</u>
4003A	Quarterly Training for Parents	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
4004A	Quarterly Training for Staff	<b>4</b>	Each	\$ <u>350</u>	\$ <u>1,400</u>
<b>Grand Total for B.3.5 (Option Year Four Total Price)</b>					\$ <u>249,200</u>

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the expiration date.

**B.5 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY:**

- (a) The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification
- (b) The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

- C.1.1 The DCPS/DSI requires the services of a Contractor to provide direct (in-person) or virtual intervention and consultation services to identified students, their teachers and parents on an as needed basis.
- C.1.2 Speech-Language Pathology Assistants are not eligible under this contract.
- C.1.3 The Contractor shall meet the following requirements:
  - C.1.3.1 Minimum of five (5) years as a business providing speech therapy in educational settings for students ages three (3) to twenty-one (21);
  - C.1.3.2 Previous experience and contractual agreements in urban school districts (not suburban or metropolitan areas);

- C.1.3.4 Provide three (3) letters of reference from the contract administrator from previous contracts with a similar staffing size to the Contractors proposed staffing size for this effort. One letter shall be from an urban school district.
- C.1.4 The Contractor shall provide private, religious or home school educational environment equitable services per DCPS' current ISP service delivery model starting the month of September and ending May, of every contract year.
- C.1.5 The Contractor shall complete any required make up ISP services no later than 45 days prior to the end of the Contract, annually (Base Year – e.g. Aug. 15, 2022).

**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.	Federal Law	Individuals with Disabilities Act 2004 <a href="http://www.vesid.nysed.gov/specialed/idea/">http://www.vesid.nysed.gov/specialed/idea/</a>
2.	Federal Law	Americans with Disabilities Act 2008 <a href="http://www.access-board.gov/about/laws/ada-amendments.htm">http://www.access-board.gov/about/laws/ada-amendments.htm</a>
3.	District Law	District of Columbia Municipal Regulations - <a href="https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=5-E30">https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=5-E30</a>
4.	Practice Guidance	SY 2020-2021 DCPS Speech-Language Pathology Program Guidebook

- 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 Invitation for Bid (IFB) have the following meanings:

- C.3.1 "Day" – a calendar day unless otherwise indicated as a school day or a business day.
- C.3.2 "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.3.3 "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.3.4 "Health Insurance Portability and Accountability Act" (HIPPA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- C.3.5 "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.3.6 "Individualized Education Plan" (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). 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. 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 staff (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.
- C.3.6.1 The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service staff will do to help the student learn more effectively; 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.3.7 "ISP" (Individual Service Plan) – is a written statement that specifies for a parentally placed a private, religious or home school educational environment child with a disability the equitable services for which the child qualifies, including the location of the equitable services. DCPS will provide "equitable services" for parentally placed private school children with disabilities eligible for special education by DCPS and that have accepted the ISP. Private, religious or home school educational environments include primary and secondary schools and daycare centers.
- C.3.8 "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.3.9 “National Staff Identifier” - As a result of the Affordable Care Act, the Center for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all staff of medical services to obtain a National Staff Identifier. The ID acts as a unique staff identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct Medicaid claiming, all staffs rendering services on behalf of the District of Columbia Public Schools must have or obtain an ID.
- C.3.10 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.
- C.3.11 “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.3.12 “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.3.13 “State Education Agency” (SEA) – the State Education Agency is OSSE, unless otherwise designated.
- C.3.14 “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 students’ 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.3.15 “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.

#### **C.4 BACKGROUND:**

- C.4.1 The District of Columbia Public Schools (DCPS), as the Local Education Agency (LEA), is responsible for locating, identifying, and evaluating all parentally placed children ages 3 years old through 21 years old who are educated in a private, religious or home school educational environment and have a disability or are suspected of having a disability (“the DCPS Child Find Program for School Aged Students”).
- C.4.2 Children will be evaluated and, if deemed necessary, assessed to determine whether they are eligible for special education services. If eligible, they will offered special education services (instruction and related services) and given the right to accept or deny those services.

- C.4.3 Parents residing in the District of Columbia have the choice to accept the special education services through an Individual Education Program (IEP) or reject the IEP and accept an Individual Service Plan (ISP). If the IEP is accepted, the parent is issued a placement in a DCPS school as an attending student. If the ISP is accepted, the student is issued an ISP with eligible related services (equitable services) only that may include Speech-Language Pathology (SLP), Occupational Therapy (OT) and Physical Therapy (PT). Non DC resident students attending a private, religious or home school educational environment in the District are only eligible to receive an ISP.
- C.4.4 In previous years, students eligible for equitable services would report to a DCPS school site to receive the equitable related services. As of School Year (SY) 2016-2017, ISP Equitable Services were no longer provided at DCPS school sites but at the student's private, religious or home school educational environment.

**C.5 REQUIREMENTS:**

- C.5.1 The Contractor shall provide qualified experienced staff in the fields of speech-language pathology (SLP). The Contractor may be requested to provide these services year-round, as students attend traditional school year, summer school and extended year schools. Services also may be requested for virtual teletherapy sessions, (situational).
  - C.5.1.1 The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.
- C.5.2 The Contractor shall work directly (in-person) and or virtually with the private, religious educational environment student, teacher and/or guardian(s).
- C.5.3 The Contractor shall utilize the student's educational environment as an intervention context, framing services in a manner that integrates classroom context and curriculum activities, and collaborating with families and educators. DCPS' private, religious or virtual (teletherapy) educational environment students require the skills necessary to meet challenging academic content as identified in their Individualized Service Plans (ISP).
- C.5.4 The Contractor shall include the provision information and /or strategies to the parents for supporting students at home; and collaboration with private, religious or virtual (teletherapy) environment classroom teachers for enhancing the delivery of instruction for students receiving services under this program.
- C.5.5 The Contractor shall provide the equitable services based on DCPS' current ISP service delivery model at the student's private, religious or virtual (teletherapy) educational environment not a DCPS school.
- C.5.6 The Contractor services shall be consistent with the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
- C.5.7 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.

- C.5.8 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Speech and Hearing Association (ASHA) standards governing delivery of occupational therapy, physical therapy and speech and language pathology services.
- C.5.9 The Contractor shall adhere to DCPS' Program Guidebooks for Speech-Language Pathology policies and procedures, which include but are not limited to service log, quarterly progress reports and parent correspondence. See C.2.1.
- C.5.10 The Contractor shall identify a clinical lead for this contract.
- C.5.11 The Contractor's Clinical Lead shall serve as a liaison between the Contractor and DCPS' Contract Administrator on issues of compliance with the contract requirements, clinical issues with the Contractor staff, private, religious or home school environment student cases.
- C.5.12 The Contractor shall submit to DCPS all resumes and specialized training certificates of Contractor's staff and managed staff before they begin providing services to students.
- C.5.13 The Contractor shall ensure that its entire staff shall possess current licenses and certifications required by DCPS, Office of the State Superintendent of Education (OSSE) and the District of Columbia Department of Health (DOH).
- C.5.14 The Contractor shall submit licensures to DCPS Contract Administrator before any staff services students under this contract.
- C.5.15 The Contractor shall ensure each Speech-Language Pathologist holds a Master's degree in Communication Sciences and Disorders/Speech-Language Pathology and holds ASHA Certification of Clinical Competence (CCC) or be eligible for the CCC.
- C.5.16 The Contractor shall provide clinical fellow (CF) supervision of non – CCC staff.
- C.5.17 The Contractor shall ensure all recommended staff undergo a DCPS interview with the DCPS discipline Program Manager. After the interview, the DCPS Contract Administrator will inform the Contractor if the proposed staff is approved or rejected.
- C.5.18 The Contractor shall ensure each of its staff possesses a National Staff Identifier. The Contractor shall submit the NPI to the DCPS Contract Administrator five (5) days prior to the date the staff is to begin rendering services to the private, religious or home school educational environment students.
- C.5.19 The Contractor's staff and management staff shall undergo Testing for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements.
- C.5.20 The Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor.
- C.5.21 The Contractor shall provide a copy of TB Infection clearance results within the last calendar year to the DCPS Contract Administrator before the staffs/management staff starts servicing students. Testing that occurred one year ago or longer will not be accepted.

- C.5.22 Upon contract award, the Contractor’s Clinical Lead shall complete a one-hour training on DCPS, CIEP team and ISP services. Attendance at the training is mandatory, but not billable to DCPS.
- C.5.23 Once the staff background and TB clearance is complete, the Contractor’s staff providing services shall complete a three-hour Special Education Data System Training. Attendance at the training is mandatory, but not billable to DCPS.
- C.5.24 The Contractor shall deliver the services during the days and hours per the student’s private, religious school educational environment calendar and schedule.
- C.5.25 Currently, there are 246 total of students that have been found eligible for special education services.
  - C.5.25.1 Of those 246 students, there are 77 students eligible for an Individual Service Plan (ISP).
  - C.5.25.1 Of the seventy-seven (77) ISPs, forty four (44) students have speech therapy.
  - C.5.25.3 At any time, the number of students eligible for an Individual Service Plan (ISP) may fluctuate throughout the school year.
- C.5.26 Each private, religious or educational environment setting has an average of one (1) student enrolled at each site.
- C.5.27 The current educational environments for the private, religious students include but are not limited to:

No.	Educational Environments
1.	Aidan Montessori
2.	Amazing Life Games
3.	American University Daycare
4.	Annunciation
5.	Arnold & Porter CDC
6.	Barbara Chambers Children's Center
7.	Bishop JT Walker
8.	British School of Washington Catholic School
9.	Broadcasters CDC
10.	Calvary Christian Academy
11.	CentroNia
12.	Chevy Chase Presbyterian Church Nursery School
13.	Christian Family Montessori
14.	Christian Tabernacle CDC
15.	CommuniKids
16.	Community Preschool of the Palisades
17.	Dupont Park Adventist
18.	Emerson Preparatory School
19.	FAA/DOT CDC---SW

20.	French Maternal School
21.	GW University CDC
22.	Holy Trinity School
23.	Home Schooled
24.	Jewish Primary Day School
25.	Just Us Kids
26.	Kinderhaus
27.	Little Folks School
28.	Lowell School
29.	Mazique
30.	National Children's Center
31.	National Children's Research Center
32.	Nation House Watoto School
33.	National Presbyterian School
34.	Nobel Learning Communities Esther Peterson CDC @ Department of Labor
35.	Our Lady of Victory
36.	Palisades Montessori
37.	Parkmont School
38.	Preparatory School of DC
39.	Rosemount Center
40.	Sacred Heart
41.	St. Alban's ECC
42.	St. Anthony's
43.	St. Augustine Catholic School
44.	St. Columba's Nursery School
45.	St. Francis Xavier
46.	St. Patrick's Episcopal Day School
47.	St. Thomas More
48.	St. Timothy's
49.	Sunshine Early Learning Center
50.	The Monroe School
51.	The Sheridan School
52.	Thurgood Marshall CDC
53.	US Coast Guard CDC
54.	Volta Park Cooperative
55.	YMCA Anthony Bowen

- C.5.28 The Contractor shall use effective methods and instructional strategies that are based on scientific research and provided proven progress.
- C.5.29 The Contractor shall review on an ongoing basis, the progress of participating children and make revisions to the services.
- C.5.30 For each session (delivered, missed, make-up, direct or consultation), the Contractor shall keep detailed therapy log using the DCPS Equitable Services Log Form.
- C.5.31 The Contractor shall monitor student progress with the equitable services by providing written feedback to the parent on a quarterly basis.

- C.5.32 The Contractor shall ensure that each student receives the required services as outlined on the ISP each month.
- C.5.33 The Contractor shall make up any sessions that were missed to staff availability or student unavailability.
- C.5.34 When a session is missed due to the staff or student's availability, the Contractor shall complete a DCPS Make-Up Plan Form within seven (7) days of the missed session.
- C.5.35 The Contractor shall complete the DCPS Make-Up Plan Form in its entirety.
- C.5.36 The Contractor shall upload the original DCPS Make-Up Plan Form into SEDS using a miscellaneous cover sheet. The cover sheet shall be renamed entitled "Month Year, Discipline, Make-Up Plan" (i.e. November 2021 Speech-Language Pathology Make-Up Plan).
- C.5.37 The Contractor shall provide a copy of the DCPS Make-Up Plan form with the Contractor's monthly invoice. The Contractor shall complete the DCPS Make-Up form correctly and it's in entirety to ensure payment of the make-up sessions.
- C.5.38 The Contractor shall make up all missed sessions no later than June 12, 2022.
- C.5.39 The Contractor shall be penalized by the hourly rate outlined in section 4.6 for each session not made up by 45 days prior to the end of each contract year (Base Year – June 12, 2022).
- C.5.40 The Contractor shall participate in the annual ISP meeting (one hour in length) for the students on their caseload via phone or in person at DCPS central office during the school day between 8 am to 4pm.
- C.5.41 Via email, DCPS will inform the Contractor of the ISP meeting in advance; twenty (20) calendar days prior to the meeting.
- C.5.42 The Contractor shall draft the student's Present Level of Performance and ISP goals in advance of the scheduled ISP meeting; twelve (12) calendar days prior to ISP meeting. The Contractor shall provide this information via email to the DCPS case manager.
- C.5.43 DCPS' centralized IEP team (CIEP) staff may reach out to the Contractor to obtain additional information on a student receiving ISP services.
- C.5.44 The Contractor shall collaborate with the DCPS CIEP team staff and members as needed (i.e. Preparation for re-assessment, HOD meeting /hearing).

**C.6 DCPS RESPONSIBILITIES AND TASKS**

- C.6.1 DCPS Contract Administrator will be the DCPS SLP Program Manager.
- C.6.2 DCPS SLP Program Manager will collaborate with the Contractor in determining best matches in assigning each therapist to student(s).

- C.6.3 DCPS Program Manager will complete interview for proposed staff and coordinate clearance items and site entry for Contractor personnel.
- C.6.4 DCPS will provide the Contractor with DCPS identification for admission to the educational environments to which the Contractor is assigned.
- C.6.5 DCPS SLP Program Manager will provide k12.dc.gov email accounts. The Contractor shall require staff respond to DCPS emails or contract-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business (email and data management tools such as SEDS).
- C.6.6 DCPS SLP Program Manager will also provide a directory of educational environments inclusive of addresses, email addresses and school telephone numbers. [see section C.5.27]
- C.6.7 DCPS SLP Program Manager will provide access to an itemized list of the individual students designated to receive services and the assigned educational environments via SEDS.
- C.6.8 DCPS SLP Program Manager will evaluate the Contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.
- C.6.9 DCPS SLP Program Manager 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.6.10 DCPS SLP Program Manager shall monitor the Contractor's compliance with providing services, assessment timeliness, service documentation, service delivery, service tracker finalization, and professional development trainings.
- C.6.11 DCPS SLP Program Manager shall review monthly invoices from Contractor.

**C.7 ADDITIONAL CONTRACTOR RESPONSIBILITIES**

- C.7.1 The Contractor shall provide documentation with invoices that:
  - C.7.1.1 Corroborate the date(s) and time(s) of service provided by speech-language pathologists;
  - C.7.1.2 Verify arrival and departure times from schools assigned (pursuant to schedules provided) using a timesheet with DCPS school administrator printed name and signature;
  - C.7.1.3 Confirm the names of the students with verification of services were logged in SEDS and service trackers finalized;
  - C.7.1.4 Confirm 100% documentation for each student;
  - C.7.1.5 Confirmed finalization of monthly service trackers by the fifth of the month and
  - C.7.1.6 Delivery of minimum of 85% of services for each student by the last invoice.
- C.7.2 The Contractor's staff shall:
  - C.7.2.1 Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, mask mandates, etc.);
  - C.7.2.2 Sign in and out on a specific attendance book at educational environments;
  - C.7.2.3 Be subject to unannounced observations by DSI and DCPS SLP Program Manager;



- C.7.2.4 Disengage from use of cellphones or texting during school hours for unrelated DCPS activities/services and;
- C.7.2.5 Provide services to identified students and parents under this contract only.
  
- C.7.3 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".
  
- C.7.4 The Contractor shall ensure that their staff adhere to the District's mask and health mandates. At the time of this solicitation issuance, the District government requires the wearing of masks inside schools and education facilities and while on duty, this includes all DCPS locations. All contractors and employees must wear a mask regardless of whether they are fully vaccinated**

## 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 term of the base year contract shall be from **October 1, 2021 through September 30, 2022.**
  
- F.2 **OPTION TO EXTEND THE TERM OF THE CONTRACT:**
  - F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
  
  - F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
  
  - F.2.3 The price for the option period shall be as specified in 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 five (5) 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
C.5.19 C.5.23	The Contractor is responsible for ensuring all Contractors and sub-contractors undergoing the DCPS background check procedures and drug testing.	100%	Beginning of employment	The Contractor shall be prohibited from beginning employment until all background check procedures have been passed and cleared.
C.5.1.1	The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	Ensure a full-qualified staff is provided for service delivery.	Quarterly evaluation	The Contractor shall be notified of non-compliance which may include cure notice and contract reduction.
C.5.10	The Contractor shall identify a clinical lead for this contract.		Quarterly evaluation	The Contractor shall be prohibited from starting services until interviewed and approved by DCPS.
C.5.14	The Contractor shall submit licensures to DCPS Contract Administrator before any staff services students under this contract.	100%	Beginning of employment  Monthly review of certification for each staff with the Contractor’s manager	The Contractor shall be prohibited from beginning employment until verification of licensures.
C.5.14	The Contractor shall ensure all staff attend the mandatory DCPS trainings and SLP professional development meetings as determined by the Speech-Language Pathology Program Manager.	100%	Beginning of employment and training sign in sheets.  Verify professional development sign in sheets	DCPS may request removal of staff for missing mandatory trainings.  The Contractor shall be notified of non-compliance which may include cure notice, removal of provider and/or contract reduction.

C.5.18	The Contractor shall ensure staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	100%	Due five (5) business days prior to starting services as a Speech-Language Pathologist	For each staff without the required NPI, Contractor shall not invoice for hours for the staff.  The Contractor shall be notified of non-compliance which may include cure notice, removal of provider and/or contract reduction.
C.5.23	Contractor's staff providing services shall complete a three-hour Special Education Data System Training.	100%	Beginning of contract services	The Contractor shall be notified of non-compliance which may include cure notice, removal of provider and/or contract reduction.
C.5.36	The Contractor shall upload the original DCPS Make-Up Plan Form into SEDS.	100%	Weekly/Monthly	The Contractor shall be notified of non-compliance which may include cure notice, removal of provider and/or contract reduction.
C.5.42	The Contractor shall draft the student's Present Level of Performance and ISP goals in advance of the scheduled ISP meeting.	100%	Twelve (12) calendar days prior to ISP meeting.	The Contractor shall be notified of non-compliance which may include cure notice.
C.7.1.6	Delivery of minimum of 85% of services for each student by the last invoice.	100% of the time	Weekly/Monthly review of SEDS documentation data	For each provider with documentation rates less than 100% for any student on caseload, the Contractor shall not invoice for hours for the staff until staff is compliant.
C.5.40	The Contractor shall participate in the annual ISP meeting (one hour in length) for the students on their caseload via phone, virtually, or in-person at DCPS central office during the school day between 8 am to 4pm	100% of the time	Annual	The Contractor shall be notified of non-compliance which may include cure notice.

- 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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

### **G.4 PAYMENT:**

#### **G.4.1 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

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

**G.6.3 Subcontract requirements**

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

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

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

LaVeta Hilton  
Contracting Officer  
District of Columbia Public Schools  
Office of the Chief Resource Strategy Officer  
Contracts and Acquisitions Division  
1200 1st Street, NE - 9th Floor  
Washington, DC 20002  
T: 202-442-5112  
E: [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

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

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

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

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

**G.9.1** The CA is responsible for 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:

Nicholas Weiler  
Director, Resolution Team  
Division of Specialized Instruction  
District of Columbia Public Schools  
1200 First Street NE, 8<sup>th</sup> Floor, Washington, DC 20002  
T: 202.420.1833  
E: [nicholas.weiler@k12.dc.gov](mailto:nicholas.weiler@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.

**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 19, dated 7/21/21, 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.

**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](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS:**

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

**H.9.1.1** 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.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 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 CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A 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 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 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.9.1.7** 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 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 50% 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.6*

**H.12 CONTRACTOR RESPONSIBILITIES: *In addition to Section C.7***

H.12.1 The Contractor's staff providing services to DCPS students are required to undergo fingerprinting and background checks prior to providing services to students. (see H.13)

H.12.2 To protect students and personnel from exposure to coronavirus (COVID-19), contractor and contractors' employees shall follow health guidelines from the DC Department of Health and comply with all DCPS visitor and other policies regarding building entry, health screenings, face coverings, social distancing, and any other health and safety measures outlined in DCPS policies.

**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;
- (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 CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.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](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS:**

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

### **I.3 CONFIDENTIALITY OF INFORMATION:**

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

### **I.4 TIME:**

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

**I.5 RIGHTS IN DATA:**

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 to this solicitation)**

1. For all computer software furnished to the District with the rights specified in section B.3, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.3 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 have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies 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 Grantee and subcontractors.

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, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, 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 (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
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, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. **[PLEASE NOTE: The Contractor is NOT AUTHORIZED to transport any DCPS students/students associated with this contract or DCPS staff in their company or personal vehicles.]**
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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
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 \$2,000,000 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.

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

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$3,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
8. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverage.



- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

LaVeta Hilton  
Contracting Officer  
District of Columbia Public Schools  
Office of the Chief Resource Strategy Officer  
Contracts and Acquisitions Division  
1200 1st Street, NE - 9th Floor  
Washington, DC 20002  
E: [laveta.hilton@dc.gov](mailto:laveta.hilton@dc.gov)

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

**I.9 EQUAL EMPLOYMENT OPPORTUNITY:**

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

**I.10 ORDER OF PRECEDENCE:**

The contract awarded as a result of this IFB 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.

**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 <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Opportunities, and select Required Solicitation Attachments”

Attachment Number	Document
J.2	U.S. Department of Labor Wage Determination [Wage Determination No. 2015-4281 Revision 19, dated 07/21/21]
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice [2021 Update]
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet [2021 Update]
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	SY 2020-2021 DCPS Speech-Language Pathology Program Guidebook
J.11	Sample Contractor Invoice Cover
J.12	Sample Contractor Invoice Time Tracking Form
J.13	Contractor's Subcontracting Plan
J.14	Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021
J.15	City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

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

Bidder/Offeror Certification Form

[available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Required Solicitation Documents"]

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD:**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid. *However, the District reserves the right to issue multiple awards to the responsible bidders whose bid[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 **electronic** copy of the proposal and associated attachments. The bids shall be submitted in one file. The electronic bid shall have a 12 point font size on 8.5" by 11" paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each bid shall be submitted via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov) and file marked: **[BID in Response to Solicitation No. IFB GAGA-2021-I-0155 "Speech Language Pathology Services (EQUITABLE)"]** The email transmission must include the name of bidder/offeror, email address, and telephone number].

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.2.4** Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.5** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

**L.2.6** The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.2.7 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

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

**L.3.1 Bid Submission**

**L.3.1.1 Bids must be submitted no later than 3pm EST, Monday, September 27, 2021.** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 Withdrawal or Modification of Proposals**

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

**L.3.3 LATE BIDS**

A late bid, 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.3.4 LATE MODIFICATIONS**

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

**L.4 EXPLANATION TO PROSPECTIVE BIDDERS:**

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the question electronically via email to [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov), and [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov). **The prospective bidder shall submit questions no later than 12pm EST, Thursday, September 23, 2021. The District will not consider any questions received after the specified date of Thursday, September 23, 2021 at 12pm EST.** The District will furnish responses via an amendment published on the DCPS website, [dcps.dc.gov](http://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 BIDS WITH OPTION YEARS**

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

**L.7 BID PROTESTS:**

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

**L.8 UNNECESSARILY ELABORATE BIDS:**

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.9 RETENTION OF BIDS:**

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.10 BID COSTS:**

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

**L.11 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:

LaVeta Hilton  
Contracting Officer  
District of Columbia Public Schools  
Office of the Chief Resource Strategy Officer  
Contracts and Acquisitions Division  
1200 1st Street, NE -- 9th Floor  
Washington, DC 20002  
T: 202-442-5112



E: [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov)

Re: **[INSERT Proposed Contract Number]**

**L.12 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.13 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.14 LEGAL STATUS OF OFFEROR:**

Each bid must provide the following information:

**L.14.1** Name, address, telephone number and federal tax identification number of offeror;

**L.14.2** 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.14.3** 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.15 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.16 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.16.1** 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.16.2** 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.17 SPECIAL STANDARDS OF RESPONSIBILITY:**

**L.17.1** 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 Speech-Language Pathology services
- Minimum of three (3) years in the provision of Speech-Language Pathology services in an urban school setting

## SECTION M - EVALUATION FACTORS

### **M.1. 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.1.1 Application of Preferences**

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.1.2 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.1.3 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.1.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.1.4.1** 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.1.4.2** 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.1.4.3** All Contractors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF PROMPT PAYMENT DISCOUNT:**

**M.2.1** 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.2.2** 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.

**M.3 EVALUATION OF OPTION YEARS:**

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

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*END OF DOCUMENT*

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