


SOLICITATION, OFFER, AND AWARD  Government of the District of Columbia			1. Caption:			Page 1 of 58 Pages			
						Dedicated Aides & Nurses			1
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
TBD		GAGA-2022-I-0186		X Sealed Offer (IFB)		June 8, 2022		Open	
				Sealed Proposals (RFP)				Set Aside	
				Other				X Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of the Chief Resource Strategy Officer Contracts and Acquisitions Division 1200 First Street N.E., 9 th floor Washington, D.C. 20002				8. Address Offer to: dcpsoca.inquiries@k12.dc.gov					
NOTE: In Sealed Competitive Proposal Solicitations "offer" and "offeror" means "bid" and "bidder."									
SOLICITATION									
9. Due to the current "Stay-at-Home Order" and Teleworking conditions of the District government, electronic offers for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, No later than 3:00pm EST June 21, 2022.									
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		
	Delorise P. Ragins			Phone 202-442-5112			Delorise.ragins@12.dc.gov		
11. Table of Contents									
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OFFER									
12. The undersigned agrees, if this offer is accepted within 30 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
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone			15 C. Check if remittance address is different from above			17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/> - Refer to Section G						
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items numbered			20. Amount		21 Accounting and Appropriation Data				
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

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

B.1 The District of Columbia Public Schools (DCPS), Office of Contract and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI) in the Office of Teaching & Learning (OTL), is seeking a service provider to staff paraprofessional and nurses dedicated to specific student who have disabilities (“Dedicated Aides and Nurses”) during the school day.

B.1.1 This is an IDIQ contract for the services specified, and effective for the period stated in Section B.4.

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

- a) Delivery shall be made only as authorized in accordance with the Purchase Order. The District may issue orders requiring delivery to multiple destination 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. The Contractor shall furnish to the District, when and if ordered, the services specified in the Schedule up to and including the maximum quantity **of each CLIN**). The District will order at least the minimum quantity.
- 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. Destinations will be mutually agreed upon by both parties.
- 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.2 The District contemplates award of a Indefinite Delivery/Indefinite Quantity contract with Labor Hours.

B.2.1 The Contractor shall charge an hourly rate for providing staff dedicated aides and nurses.

B.2.2 The fixed hourly rate shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 PRICE/COST SCHEDULE – LABOR HOURS - IDIQ

B.4.1 BASE YEAR - (JUNE 27, 2022 THRU SEPTEMBER 30, 2022)

Contract Line- Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 0001	Dedicated Aid Services Estimated POP: Up to 100 Dedicated Aides: 7.5 hours/day 23 weekdays 7/1/2022 to 9/30/2022	\$_____ per hr.	3750 hours [Up to 100 Dedicated Aides: 7.5 hours/day 5 weekdays]	\$_____	1750 hours [Up to 100 Dedicated Aides: 7.5 hours/day 23 weekdays]	\$_____
CLIN 0002	Dedicated Nursing Services for Students with Disabilities Estimated POP: Up to 13 Nurses 7.5 hours/day 23 weekdays 7/1/2022 to 9/30/2022	\$_____ per hr.	487.5 hours [Up to 13 Nurses 7.5 hours/day 5 weekdays]	\$_____	2,242.5 hours [Up to 13 Nurses 7.5 hours/day 23 weekdays]	\$_____
CLIN 0003	Dedicated Nursing Services for Students with Disabilities Estimated POP: Expert Nursing Rate Up to 4 Nurses 7.5 hours/day 23 weekdays 7/1/2022 to 9 /30/2022	\$_____ per hr.	150 hours [Up to 4 Nurses 7.5 hours/day 5 weekdays]	\$_____	690 hours [Up to 4 Nurses 7.5 hours/day 23 weekdays]	\$_____
GRAND TOTAL FOR B.4.1			NOT-TO-EXCEED AMOUNT \$ _____			

B.4.2 OPTION YEAR ONE (OCTOBER 1, 2022 THRU` SEPTEMBER 30, 2023)

Contract Line- Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 1001	Dedicated Aid Services Estimated POP: Up to 100 Dedicated Aides 7.5 hours/day 50 weekdays 10/1/2022 to 9/30/2023	\$ _____ per hr.	3,750 hours [Up to 100 Dedicated Aides: 7.5 hours/day 5 weekdays]	\$ _____	37,500 hours [Up to 100 Dedicated Aides: 7.5 hours/day 50 weekdays]	\$ _____
CLIN 1002	Dedicated Nursing Services for Students with Disabilities Estimated POP: Up to 13 Nurses 7.5 hours/day 50 weekdays 10/1/2022 to 9/30/2023	\$ _____ per hr.	487.5 hours [Up to 13 Nurses 7.5 hours/day 5 weekdays]	\$ _____	4,875 hours [Up to 13 Nurses 7.5 hours/day 50 weekdays]	\$ _____
CLIN 1003	Dedicated Nursing Services for Students with Disabilities Estimated POP: Expert Nursing Up to 4 Nurses 7.5 hours/day 50 weekdays 10/1/2022 to 9/30/2023	\$ _____ per hr.	150 hours [Up to 4 Nurses 7.5 hours/day 5 weekdays]	\$ _____	1,500 hours [Up to 4 Nurses 7.5 hours/day 50 weekdays]	\$ _____
GRAND TOTAL FOR B.4.2			NOT-TO-EXCEED AMOUNT \$ _____			

B.4.3 OPTION YEAR TWO (OCTOBER 1, 2023 THRU` SEPTEMBER 30, 2024)

Contract Line- Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 2001	Dedicated Aid Services Estimated POP: Up to 100 Dedicated Aides 7.5 hours/day 50 weekdays 10/1/2023 to 9/30/2024	\$_____ per hr.	3,750 hours [Up to 100 Dedicated Aides: 7.5 hours/day 5 weekdays]	\$_____	37,500 hours [Up to 100 Dedicated Aides: 7.5 hours/day 50 weekdays]	\$_____
CLIN 2002	Dedicated Nursing Services for Students with Disabilities Estimated POP: Up to 13 Nurses 7.5 hours/day 50 weekdays 10/1/2023 to 9/30/2024	\$_____ per hr.	487.5 hours [Up to 13 Nurses 7.5 hours/day 5 weekdays]	\$_____	4,875 hours [Up to 13 Nurses 7.5 hours/day 50 weekdays]	\$_____
CLIN 2003	Dedicated Nursing Services for Students with Disabilities Estimated POP: Expert Nursing Up to 4 Nurses 7.5 hours/day 50 weekdays 10/1/2023 to 9/30/2024	\$_____ per hr.	150 hours [Up to 4 Nurses 7.5 hours/day 5 weekdays]	\$_____	1,500 hours [Up to 4 Nurses 7.5 hours/day 50 weekdays]	\$_____
GRAND TOTAL FOR B.4.3			NOT-TO-EXCEED AMOUNT \$ _____			

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

B.6 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1

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

B.7 LABOR HOUR CEILING:

B.7.1 The labor hour ceiling for this contract is set forth in Section B.4.

B.7.2 The costs for performing this contract shall not exceed the labor hour ceiling specified in Section B.4.

B.7.3 The Contractor agrees to perform the work and requirements specified in the contract and to meet all obligations under this contract within the labor hour ceiling.

B.7.4 The Contractor must notify the Contracting Officer (CO) in writing, whenever it has reason to believe that the total cost for the performance of this contract will be greater than the cost reimbursement ceiling.

B.7.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

B.7.6 DCPS is not obligated to reimburse the Contractor for costs incurred in excess of the labor hour ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under the contract or otherwise incur costs in excess of the labor hour ceiling specified in Section B.4, until the CO notified the Contractor, in writing that the estimated cost has been increased and provides a revised labor hour ceiling for performing the contract.

B.7.7 If the Contractor exceed the labor hour ceiling set forth in Section B.4, without obtaining the written notification from the CO asset forth in Section B.7.6, it does so at its own risk.

B.8 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

(a) Mayor’s Order 2021-109 dated September 20, 2021

Beginning November 1, 2021, all adults who are working in person or regularly entering DCPS schools must be fully vaccinated against COVID-19 unless they have been granted a religious or medical exemption from vaccination, which would allow them to submit a weekly COVID-19 test result in lieu of vaccination. This requirement applies to all employees, contractors, interns and volunteers who work in person or regularly enter DCPS school facilities.

(b) Mayor’s Order 2021-099 dated August 10, 2021

Beginning September 19, 2021, all District government employees, contractors, interns and volunteers who provide services in person in DCPS facilities, or who have in-person contact with others to complete their work under a District contract must be: (i) fully vaccinated against COVID-19, (ii) granted a religious or medical exemption from vaccination and are undergoing weekly COVID-19 testing.

(c) Application of both Mayor’s Order 2021-109 and Mayor’s Order 2021-099

DCPS contractors, partner staff, interns and volunteers who serve in person or regularly enter schools are required to comply with the vaccination mandate outlined in Mayor’s Order 2021-109 as referenced above (mandatory COVID-19 vaccination unless granted a religious or medical exemption, which requires weekly testing in lieu of vaccination). All other DCPS contractors, partner staff, interns and volunteers who provide goods or perform services in person in DCPS facilities or who have in-person contact with others in order to complete their work under a District contract are required to comply with the vaccination mandate outlined in Mayor’s Order 2021-099, which includes the ability to undergo weekly testing, with or without a religious or medical exemption, in lieu of COVID-19 vaccination. Neither Mayor’s Order 2021-109 nor Mayor’s Order 2021-099 apply to contractors, partner staff, interns or volunteers who solely provide virtual or remote services to DCPS.

(d) 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 District of Columbia Public Schools (DCPS), Office of Contract and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI) in the Office of Teaching & Learning (OTL), is seeking a service provider to staff paraprofessional and nurses dedicated to specific student who have disabilities (“Dedicated Aides and Nurses”) during the school day. Due to the COVID-19 public health emergency services may be provided virtually/remotely at some point during the term of this contract. This shall be at the discretion of DCPS. Dedicated Aides must meet the requisite credentials for highly qualified paraprofessionals outline in the No Child Left Behind Act of 2002 who have the capacity to provide support for students who qualify for dedicated one on one paraprofessional support as determined by the Individualized Educational Plan (IEP) team in an urban setting. Dedicated Nurses must meet all requirements set forth by DC Health and at a

minimum have an LPN credential. Dates of service and hours outlined in B.4. Also, see DCPS school calendar for SY 2022-2023.

C.1.2 The Contractor shall provide staff paraprofessional and nurses dedicated to specific student who have disabilities (“Dedicated Aides and Nurses”).

C.1.3 Ensure all mandatory health and safety requirements are met in coordination with the District guidance.

**C..2 APPLICABLE DOCUMENTS
RESERVED**

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

Item No.	Document Type	Title	Date
01	link	DSI Family Programs & Resources Guide https://dcps.dc.gov/node/1563666	----
02	pdf	Dedicated Aide Manual 2019	----
03	link	Individuals with Disabilities Act 2004 http://idea.ed.gov/	2004
04	link	Americans with Disabilities Act 2008 http://www.accessboard.gov/about/laws/ada-amendments.htm	2008
05	link	IMPACT – Effectiveness Assessment System for Group 17 https://dcps.dc.gov/publication/2019-2020-impact-guidebooks	2019-2020

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

The District of Columbia Public Schools (DCPS) has students with disabilities that require the services and support of a dedicated one on one aide or nurse pursuant to their Individual Education Plan (IEP). A process has been developed and implemented throughout the District to ensure these services and supports are only provided to students who require them to access the curriculum and make meaningful progress toward identified goals and objectives.

The School district does employ dedicated aides; however, there is generally a shortfall between the number of dedicated aides employed by the school district and the number of dedicated aides required by students pursuant to their IEPs. The shortfall must therefore be ameliorated with contractual employees. School Health Services are provided through a Memorandum of Agreement between DCPS and the District of Columbia Health Department, but some students with disabilities require such extensive medical services and supports while in the educational environment that DCPS has elected to contract for those services.

The provisions of the No Child Left Behind Act 202, outline the requisite credentials of paraprofessionals serving in Title I schools. Since most public schools in the District are Title I Schools, contracted dedicated aides must meet the requisite credentials for Highly Qualified Paraprofessional outlined in the Act. Specifically, all contracted instructional and behavioral aides must demonstrate credits commensurate with at least two years participation in an institution of higher learning, an associate degree, or successful completion of a formal paraprofessional examination.

The provision of the Individuals With Disabilities Education Act of 2004 (IDEA). Describe school health services as a related service to students with disabilities who would be unable to attend a day of school without supportive health care provided by a qualified school nurse or a specifically trained non-medical person who is supervised by a qualified nurse. All contracted medical paraprofessionals must demonstrate credential commensurate with these provisions of the IDEA.

C.5 REQUIREMENTS

C.5.1 Contractor Responsibilities -- THE CONTRACTOR SHALL:

C.5.1.1 The Contractor shall staff appropriately certified and licensed nurses and paraprofessionals to provide the following support in person and/or virtually:

- a. Paraprofessionals to provide physical prompting, assistance with daily living skills, assistance with orientation and mobility, applied behavior analysis (ABA), and reinforcement of skills and concepts introduced by a teacher.
- b. Paraprofessionals shall also provide crisis prevention intervention; Antecedent-Behavior-Consequence (ABC) data on each incident of maladaptive behavior, passive physical restraint only when the student demonstrates serious, imminent danger to self, and/or others or in instances of major property destruction. Such intervention must be documented on a serious incident report and submit that report to the school administrator, data collection for functional behavioral analysis (FBA) and/or implementation of a behavior intervention plan (BIP), and data collection on the results of positive behavioral supports. Paraprofessionals will help ensure that their assigned

students do not engage in dangerous elopement, major property destruction, and/or serious imminent danger to self and/or others.

- c. Dedicated nurses to provide G-tube feeding, tracheotomy suctioning, treatments with a nebulizer or ventilator, chest physical therapy, urinary catheterization, diabetes blood sugar monitoring and insulin injections and management of other medical conditions as deemed appropriate by the IEP team. Nurses must meet the requisites for providers of school health services as a related service, outlined in the IDEA. Nurses will document all medical care each day in relation to student nursing and/or feeding plans.

- C.5.1.1.2.** The Contractor shall provide DCPS with current copies of the college transcript, associate degree, and/or formal assessment scores of all paraprofessionals assigned to students with disabilities in any school for which DCPS is the local educational Agency (LEA).
- C.5.1.1.3** The Contractor shall provide DCPS with current copies of each paraprofessional's certification in crisis prevention intervention and passive physical restraint.
- C.5.1.2** The Contractor shall ensure that all paraprofessionals and nurses providing services under this contract are provided the necessary training in relation to DCPS needs and per the student's IEP.
- C.5.1.3** The Contractor shall provide a point of contact supervisor to interface with DCPS to address any issues or concerns regarding paraprofessionals and nurses, this is to include an on staff registered nurse to supervise and support medical personnel.
- C.5.1.4** The Contractor shall provide substitute paraprofessionals and nurses when the DCPS Division of Specialized Instruction ("DSI") main staff is absent within two hours' notice. They will also:
 - a. Notify contract administrator of staff absence and time frame for substitute support to report.
 - b. Notify school representative of staff absence and estimated time of arrival for substitute staff.
- C.5.1.5** The Contractor shall provide a registered nurse (RN) to supervise nurses, review nursing plans, feeding plans where applicable and IEPs in relation to the medical needs of students requiring a dedicated nurse. RN's will also supervise and review nursing logs/documentation.
- C.5.1.6** The Contractor shall provide services according to the need of paraprofessional and nurse support as outlined in this solicitation for the DCPS schools. Services will include implementation of strategies and interventions, implementation of student IEPs and Behavior Intervention Plans (BIP) as well as the implementation of fade plans, which provide guidance to the IEP team on the removal of support during specific parts of the student's

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school day in accordance to the IEP. Nurses will provide services as stated in the student's nursing and/or doctor's orders.

- C.5.1.7** The Contractor shall participate in pertinent meetings and participate in professional development with DCPS staff as required to meet the needs of the students and DSI.
- C.5.1.8** The Contractor shall inform DCPS contract administrator in collaboration with the school team if the assigned student has withdrawn from DCPS or the service has been removed from the IEP.
- C.5.1.9** The Contractor shall maintain an individual personnel file for each staff person providing services under this contract that contains an application for employment, professional references, and verification of applicable credential/certification.
- C.5.1.10** The Contractor shall make all personnel materials available to the contract administrator upon request.
- C.5.1.11** The Contractor shall immediately communicate with DCPS if the paraprofessional abruptly leaves/resigns and present a replacement for that staff. In case the contractor is unable to present such replacement, the contractor shall make a good faith effort to provide a replacement within one calendar days and communicate with DCPS about its efforts.
- C.5.1.12** The Contractor shall provide consistent services with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.
- C.5.1.13** The Contractor shall remove low performing paraprofessionals and nurses immediately and replace with appropriate personnel.
- C.5.1.14** The Contractor shall ensure all paraprofessionals attend DCPS required training.
- C.5.1.15** The Contractor shall implement professional development (PD) for paraprofessional based on:
 - a) The development level and disability category of the student supported; and
 - b) Specific upon content skill areas necessary to support the assigned student.
- C.5.1.16** The Contractor shall provide documentation with invoices that:
 - a) Corroborate the date(s) and times(s) of service provided by paraprofessionals and nurses and management team.
 - b) Verify arrival and departure times through signed timesheets by school administrator or designee pursuant to schedules provided); and
 - c) Confirm the names of the students supported.

d) DCPS may disallow invoices that do not satisfy the above requirements, these invoices will not be paid until the issues in question are satisfactory rectified.

C.5.1.17 The Contractor shall furnish upon request to DCPS, the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR 455.105(b).

C.5.1.18 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement or mere denial. The purpose of the statute is to “punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies”.

C.5.1.19 In response to COVID 19 and in accordance with the Centers for Disease Control and Prevention (CDC), the Contractor shall provide their aides and nurses, with protective gear to include but not limited to masks and gloves.

C.5.1.20 The Contractor shall prior to the support of a student and after review of the student’s nursing/doctor’s order, the nurse(s), accompanied by the contracted Registered Nurse (RN) and/or the Nursing Supervisor will meet with the student, parent and/or guardian at the local school or Central Office in advance of the student’s start in a DCPS location to gain an understanding of the student’s medical needs and responds to questions about medical support from families.

C.5.1.21 The Contractor shall ensure that the Dedicated IEP Paraprofessionals provide support to student (s) during distance learning through DCPS approved online platforms and telephone conferences in conjunction with school staff. Aide support includes but is not limited to:

- a) Support classroom teachers with preparing student assignments, content and activities.
- b) Maintain regular communication with teachers.
- c) Assist with collecting materials that will be sent to their student.
- d) Communicate and check in with students as determined by classroom teacher and school leadership.
- e) Under the direction of the teacher or related service provider, support family and
- f) student in accessing and participating in remote learning and therapy experiences,
- g) including supporting families in implementing behavior supports and structures, as needed.

C.5.1.22 The Contractor shall provide paraprofessional services for students returning to in person learning shall be provided in- person at DCPS school site. This will be based on the operating status of individual schools and parent choice to return to in –person instruction.

- C.5.1.23** Select Paraprofessional services shall be provided in small group or classroom settings to support a specific special education student or group of students either in person or remotely. The CA and the Contractor shall coordinate the scheduling of these services.
- C.5.1.24** The Contractor shall Expert Nursing and Nursing Consultation services both in person and remotely. The Contractor shall provide services that include supporting students, families, IEP Teams, and other parties identified by DCPS in planning for the transition to in person learning for students identified as medically fragile or COVID-19 related health complications.
- C.5.2** **The Contractor (Paraprofessionals and Nurses), Whether in Person and/or Virtually shall:**
- C.5.2.1** The Contractor shall follow all DCPS guidelines and procedures related to student discipline. Failure to comply may result in disciplinary action for the paraprofessional.
- C.5.2.2** The Contractor shall (Paraprofessionals) work no more than 7.5 hours per day and (Nurses) no more than 8 hours per day with their assigned students or classroom according to a schedule authorized by the school principal or a request has been made by DCPS and approval received by the DCPS contract administrator to exceed the hours. Paraprofessionals and nurses are to eat lunch with their student (s),
- C.5.2.3.** The Contractor shall not work on Holidays and school closures, including when schools closed due to inclement weather.
- C.5.2.4.** The Contractor shall remain in the school building no more than two hours prior to leaving if the assigned student is absent.
- C.5.2.5.** The Contractor shall under the direction of a DCPS certified special education teacher, provide moderate to intense support to students who are in the special education setting and are diagnosed with a qualifying physical/mental disability or impairment that impacts the child’s academic performance under IDEA. Paraprofessionals will be specifically assigned and assist in the attainment of each child’s IEP goals, BIP and/or nursing plan.
- C.5.2.6.** The Contractor shall participate in planning sessions, staff professional development, parent-teacher conferences, and IEP meetings, when requested by the building principal and when approved by the contract administrator, provided that, substitute coverage is provided to the assigned student.
- C.5.2.7** The Contractor shall build and maintain positive, professional relationships with all educational stakeholder include students, school staff, central office staff, families, and community partners.
- C.5.2.8.** The Contractor shall maintain required data and anecdotal notes relevant to assigned students, using the data collection instruments provided by DCPS.

- C.5.2.9.** The Contractor shall transfer along with their assigned students to other DCPS locations, unless otherwise directed by DCPS.
- C.5.2.10.** The Contractor shall have access to their assigned students' IEPs, BIPs, and/or nursing plans, and demonstrate thorough familiarity with the aforementioned documents. Paraprofessionals will be trained by DCPS school team on these documents prior to beginning service with an assigned student. Paraprofessionals will not remove these documents from the school building when school is not in session or when their assigned students are absent. Paraprofessionals will maintain strict confidentiality related the contents of these documents in accordance with DCPS disclosure statement.
- C.5.2.11** The Contractor shall assist in the implementation of the IEPs and/or BIPs of their assigned students and remain with their assigned students for the duration of the school day across all settings per DCPS directions.
- C.5.2.12** The Contractor shall provide ancillary benefit to other students who are working in a small group with their assigned students.
- C.5.2.13** The Contractor shall be under the guidance of DCPS classroom teacher, related service provider as authorized by DCPS, and/or school principal or designee while providing services to their assigned students.
- C.5.2.14** The Contractor shall assist their assigned students, to the extent required by their students' IEPs, BIPs, and/or Nursing Plans, with the performance of daily living skills to include but not limited to eating, dressing, toileting, and maintaining personal hygiene.
- C.5.2.15** The Contractor shall assist their assigned students with safe transitions from one activity to another and one setting to another.
- C.5.2.16** The Contractor shall assist their assigned students in the effective and efficient use of technology.
- C.5.2.17** The Contractor shall not engage in playground duty, cafeteria duty, bus duty, or office duty.
- C.5.2.18** The Contractor shall not give out their personal telephone number to parents or communicate with parents directly. The teacher, related service provider, special education coordinator, case manager, and/or school administrator will be identified by the paraprofessionals as the primary point of contact with whom to discuss parental concerns.
- C.5.2.19** The Contractor shall upon invitation participate in DCPS professional development sessions.

- C.5.2.20** The Contractor shall be evaluated in accordance with DCPS evaluation procedures. Any paraprofessional evaluated in the minimally effective or ineffective range will be relieved of his/her duties with DCPS.
- C.5.2.21.** The paraprofessional shall accompany their assigned student on school- based field trips. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.
- C.5.2.22.** The nurse shall accompany their assigned student on school- based field trips in accordance with their current nursing plan and/or doctor’s order. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.
- C.5.2.23** The Contractor shall follow DCPS’ and local schools’ policies and procedures (including attendance, on time arrival, respect dress code, participating in collaborative block (if appropriate), etc)
- C.5.2.24** **The Contractor shall sign in and out on a specific attendance book at schools**
- C.5.2.25** The Contractor shall be subject to unannounced observations by DSI/Program Manager.
- C.5.2.26** **The Contractor shall disengage from use of cellphones or texting during school hours**
- C.5.2.27** The Contractor shall restrict communication with parents to specific requests from DCPS or in the presence of a DCPS staff member.
- C.5.2.28** The paraprofessional shall accompany their assigned student on school-based field trips. If the student is attending an overnight trip or a field trip outside of the Washington, DC metropolitan area the local school will provide the student with support.
- C.5.2.29** The Nurse/LPN shall accompany their assigned student on school-based field trips in accordance with their current nursing plan. If the student is attending an overnight trip or a field trip outside of the Washington, DC metropolitan area the local school will provide the student with support.
- C.5.2.30** The paraprofessionals shall not accompany students being transported via ambulance for emergency events, DCPS staff will be responsible for accompanying students in emergency events.
- C.5.2.31** The Contractor shall work no more than 7.5 hours per day with their assigned students according to a schedule authorized by the school-based principal, unless a request has been made by DCPS and approval received by the DCPS Contract Administrator to exceed the hours. Paraprofessionals are to eat lunch with their students.
- C.5.2.32** **The Contractor shall follow DC Health and Safety protocol for COVID-19 guidance.**

- C.5.2.33** The Contractor shall ensure all paraprofessionals and nurses complete DCPS background check (fingerprinting and drug testing) and submit tuberculosis (TB) test results. The Contractor must successfully pass the background check and provide negative TB test results.
- C.5.2.24** The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
- C.5.2.25** The Contractor shall specify and ensure paraprofessional to be 100% compliant with Random Moment in Time Study Responses (RMTS).
- C.5.2.26** The Contractor shall notify DCPS two weeks ahead of time when paraprofessionals or nurses will resign. The Contractor is responsible for finding a replacement within that two weeks' time frame.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for 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 June 27, 2022 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 one (1) 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(s) shall be as specified in the Section B.4 of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) year.

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 identified in section G.9 in accordance with the following:

Item	Deliverable	Due Date/ Frequency	Format/ Method of Delivery
1.	Proof of passing score on Para Praxis of 48 College credit hours for paraprofessionals employed by the Contractor	Within 60 days of contract award	Hard copy and Electronic copy via email to CA
2.	Paraprofessionals Evaluation Reports	Quarterly	Electronic via email to CA
3.	Formal response to request related to student needs	As needed	Electronic via email to CA withing 24 hours of the request
4.	Incident report demonstrating that staff-related requests have been investigated addressed, and resolved	As needed	Electronic via email to CA withing 24 hours of the request
5.	Data sheets and all student documentation collected through the course of provision of support	As needed	Electronic via email to CA
6.	Documentation of balance of male and female candidates	As needed	Electronic via email to CA
7.	Participate in conference calls and in-person meeting	As needed	In-person and via conference call

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall 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 proper invoice, the Contractor shall enter all required information in to 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 goods accepted by the District if:

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

G.4.3 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

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

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

G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE:

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

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

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

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

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

G.6.3 **Subcontract Requirements**

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

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

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

LaVeta Hilton
Contracting Officer
District of Columbia Public Schools
Office of Resource Strategy
Contracts and Acquisitions Division
1200 1st Street, NE - 9th Floor
Washington, DC 20002
O: 202-442-5136 and E-Mail: 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 ADMINSTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:
 - Natalia Houston,
 - Program Manager, Division of Specialized Instruction (DSI)
 - Office of Teaching & Learning
 - 1200 First Street, NE, Floor 8
 - Washington, DC 20002
 - E: Natalia.houston@k12.dc.gov
 - F:202-654-6076

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 22 dated March 15, 2022** issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by this PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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 of the SCP, 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 AUDITS, RECORDS and RECORD RETENTION:

- H.6.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.6.2** Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred idrectly

or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.6.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.6.4 At any time or times before final payment and three (3) years thereafter, the CO shall have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions, Attachment J.1.1.

Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.7 ADVISORY AND ASSISTANCE SERVICES:

This contract is a “nonpersonal 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.8 HIPAA BUSINESS ASSOCIATE COMPLIANCE – [RESERVED]

H.9 RESERVED

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

The District will provide access to school sites, HIRs, and resource support where applicable.

H.12 CONTRACTOR RESPONSIBILITIES

See Scope of Work, Section C and Deliverables, Section F.

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, in positions whose work requires unsupervised, direct contact with students (such as Managers of Teacher Leadership Development, or MTLDS). The Contractor shall request criminal background checks for the positions requiring criminal background checks determined by the program office.
- H.13.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.
- H.13.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.13.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.13.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
 - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;

- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance.

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.13.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.13.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

(A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.7.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.13.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.13.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.13.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.13.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.13.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.13.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position which brings him/her into direct contact with students 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.13.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer, an applicant or employee, whose position brings him/her into direct contact with students, 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.13.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.7.1 and H.7.2.
- H.13.17 An employee or unsupervised volunteer, whose position brings them into direct contact with students, 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.13.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.13.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.
- H.13.21** The Contractor shall ensure that any Contractor Personnel having direct contact with students while providing service under this contract annually take the mandated reporter training offered by the DC Child and Family Services Agency (Mandated Reporter Training), which is provided for ANY person or employee (private or public) at no cost. This training can be found using the following website:
<https://dc.mandatedreporter.org/Registration/Registration.action>. Additional information regarding the Mandated Reporter Training can be found by calling (202) 442-6000 or by visiting <http://cfsa.dc.gov/>. The Contractor shall ensure that Contractor Personnel report suspected instances of child abuse and neglect according to the requirements of District law and the means prescribed in the Mandated Reporter Training. The Contractor must also ensure that its representative responsible for managing this contract takes the Mandated Reporter Training annually. Copies of all Mandated Reporter Training Certificates verifying Contractor Personnel have completed training must be provided to DCPS for record keeping. The Contractor must also maintain copies of such certificates for its internal records. At any time, DCPS reserves the right to request a copy of a Mandated Reporter Training completion certificate for ANY Contractor Personnel working in direct contact with DCPS students.

H.14 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained

by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records.

H.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL:

The Key Personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall notify DCPS within one week of any substitution of Contractor's Executive Director.

H.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.:

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.18 WAY TO WORK AMENDMENT ACT OF 2006:

H.18.1 Except as described in H.18.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2021, updated January 1, 2021 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006", January 1, 2021 update), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.18.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.18.3 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.18.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.18.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 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.18.6 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.18.7 The payment of wages required under the Living Wage Act of 2006 (January 1, 2021 update) shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.18.8 The requirements of the Living Wage Act of 2006 (January 1, 2021 update) 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 (January 1, 2020 update);
- (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 (January 1, 2020 update);
- (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.18.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006 (January 1, 2021 update), subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006 (January 1, 2020 update).

H.19 UNUSUAL INCIDENTS:

H.19.1 The Contractor shall report unusual incidents by facsimile or telephone to the Contract Administrator (CA) within 24 hours, and in writing within five (5) days. An unusual incident is an event that directly affects DCPS staff, students or Contractor's DC regional personnel providing services pursuant to this contract, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of Key Personnel, DCPS staff, or DCPS students; Contractor's DC regional staff negligence or willful misconduct in the performance of duties under this Contract; physical, sexual or verbal abuse of any individual by DCPS or Contractor's DC regional staff; fire; complaints directly related to Contractor's performance under this Contract; requests for information from the press, attorneys, or Government officials outside of DCPS related to, or requiring information about, DCPS; and behavior requiring attention of DCPS staff not usually involved in such a situation.

H.19.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the CA within the five (5) day period.

H.20 PUBLICITY:

Contractor shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Contractor's website) or other published materials. In addition, Contractor shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on Contractor's website) or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. Further, Contractor shall at all times obtain prior written approval from the CA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this contract.

H.21 CONFLICT OF INTEREST:

H.21.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.21.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

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

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

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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 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. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd 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.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 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.
6. Employment Practices Liability - The Contractor/vendor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor/vendor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor/vendor will indemnify and defend the District of Columbia should it be named codefendant or be subject to or party of any claim. Coverage shall also extend to Temporary

Help Firms and Independent Contractor/vendors hired by Contractor/vendor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

7. Medical Professional Liability - The Contractor/vendor shall provide evidence satisfactory to the Contracting Officer of a Medical Professional Liability policy with limits of not less than \$4,000,000 each incident and \$4,000,000 in the annual aggregate. The definition of insured shall include the Contractor/vendor's employees and agents. The policy shall be either (1) written on an occurrence basis or (2) written on a claims-made basis. If the coverage is on a claims-made basis, Contractor/vendor hereby agrees that prior to the expiration date of Contractor/vendor's current insurance coverage, Contractor/vendor shall purchase, at Contractor/vendors soleexpense, either a replacement policy annually thereafter having a retroactive date no later than the effective date of this Contract or unlimited tail coverage in the above stated amounts for all claims arising out of this Contract.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor/vendor 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 \$4,000,000 per claim or per occurrence for each wrongful act and \$4,000,000 annual aggregate. The Contractor/vendor warrantsthat any applicable retroactive date precedes the date the Contractor/vendor first performed any professional services for the Government of the District of Columbia andthat continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years after the completion of the professional services
9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$4,000,000 per occurrence limits; \$4,000,000 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. **[PLEASE NOTE: The Contractor is NOT AUTHORIZED to transport any DCPS students or staff in their company or personal vehicles.]**
10. Commercial Umbrella or Excess Liability Insurance. The Contractor/vendor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor/vendor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/orexcess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance

maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- 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
T: 202-442-5136 and E-Mail: laveta.hilton@k12.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 bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

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

14. Disputes

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (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 CHANGES

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

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

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

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 http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No.2015-4281, Revision 22 dated March 15, 2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”

Attachment Number	Document
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.10	DSI Family Program & Resources Guide https://dcps.dc.gov/node/1563666
J.11	Dedicated Aide Manual 2019
J.12	Individual with Disability Act 2004 http://idea.ed.gov/
J.13	American with Disabilities Act 2008 http://www.access-board.gov/about/laws/ada-amendments.htm
J.14	IMPACT – Effectiveness Assessment System for Group 17 https://dcps.dc.gov/publication/2019-2020-impact-guidebooks
J.15	DCPS School Calendar 2022-2023 https://dcps.dc.gov/sites/default/files/dc/sites/dcps/publication/attachments/SY22-23-Final-Calendar_EN-011422.pdf

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
under Quick Links click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF 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 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid

L.2 BID SUBMISSION DATE AND TIME

Bids must be submitted into the electronically via email at: dcpsca.inquiries@k12.dc.gov, **No later Tuesday, June 21, 2022, by 3:00pm EST.**

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bid, but not later than the exact time set for opening of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L5.1 Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

L.5.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4 Late Modifications

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

L.5.5 Late Bids

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

L.6 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page and listed below:

District of Columbia Public Schools (DCPS)
Office of Contracts and Acquisitions
1200 First Street N.E., 9th floor
Washington, D.C. 20002

L.7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions electronically via dcpsca.inquiries@k12.dc.gov. The prospective bidder should submit questions no later than **12-Noon, on Monday, June 13, 2022**. The District may not consider any questions received after **June 13, 2022**. The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding. The amendment will be posted on DCPS website on **June 15, 2022**.

L.9 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via dcpsca.inquiries@k12.dc.gov. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.12 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of bidder;

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the bidder 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.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.14 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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.15 GENERAL STANDARDS OF RESPONSIBILITY

L.15.1 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, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (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.15.2 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.16 PRE-BID CONFERENCE -- THERE WILL NOT BE A PRE-BID CONFERENCE.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in

this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

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 is twelve per cent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.1.4 Verification of Bidder’s Certification as a Certified Business Enterprise

M.1.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder’s certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any bidder seeking 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 850N
Washington DC 20001

M.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.0

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.

END OF DOCUMENT
