



**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**  
**NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES**

Page No. 1 of 55 pages

**ISSUED BY:** Office of Contracts and Acquisitions (OCA)  
**ADDRESS:** 1200 First Street, N.E. 9<sup>th</sup> Floor  
 Washington, DC 20002

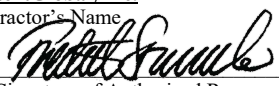

**CONTRACT NO:** GAGA-2023-C-0328      **SOLICITATION NO:** GAGA-2023-I-0328  
**PROGRAM OFFICE:** Office of Teaching and Learning (OTL), Division of Specialized Instruction (DSI)  
**CAPTION:** American Sign Language Services (ASL)

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

**ACCOUNTING AND APPROPRIATION DATA:**

<p><b>CONTRACTOR:</b> (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document.)</p> <p><b>ContextGlobal, Inc.</b>          Contractor's Name</p> <p>BY:           Signature of Authorized Representative</p> <p>Print Name:  <b>Carl Fredrik Starmark</b></p> <p>Title</p> <p><b>09/21/2023</b>          Date:</p> <p>Mailing Address of Contractor</p> <p>10 G Street NE, Suite 600          Washington, DC 20002</p> <p>(202) 200-6300          Telephone No. _____</p> <p>Facsimile No. _____</p>	<p><b>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</b></p> <hr/> <p>          Contracting Officer</p> <p><b>LaVeta Hilton</b>      <b>November 27, 2023</b>          Type or Print Name      Date</p> <hr/> <p>The information contained in the box below is for District of Columbia Public Schools use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p><b>PERIOD OF CONTRACT: October 1, 2022, to September 30, 2024</b>  <b>Letter Contract dated September 20, 2023.</b></p> <p><b>CONTRACT AMOUNT (NTE): \$1,107,820.00 (Base Year)</b></p> <p><b>**Council deemed approved 11/23/23 _ CA25-0500</b></p>
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**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 OVERVIEW**

- B.1.1 The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy (OFS), Contracts and Acquisitions Division, on behalf of the Office of Teaching and Learning (OTL), Division of Specialized Instruction (DSI) is awarding this to the Contractor to furnish American Sign Language Services to the District of Columbia Public Schools (DCPS) as described in this contract. The successful offeror shall deliver in accordance with the terms and conditions of this contract.
- B.1.2 The purpose of this contract is to provide American Sign Language Services to the District of Columbia Public Schools (DCPS)
- B.1.3 This is a Requirements Contract with fixed hourly rate CLINs in accordance with 27 DCMR Chapter 24.
- B.1.4 The Contractor shall provide pricing in Section B.3, including the estimated quantities for the Base Year, Option Year One, Option Year Two, Option Year Three, and Option Year Four of the contract starting October 1, 2023, and each option period to be exercised solely at the DCPS discretion.
- B.1.5 DCPS reserves the right to add additional points of delivery.
- B.1.6 The District will purchase its requirements of the articles or services stated in the contract awarded to the Contractor. In the event of any assignment, the contractor shall remain liable to DCPS for the performance of all its obligations under the contract.
- B.1.7 The Contractor shall, while under the direction of a certified Special Education Teacher, provide interpreting services to students who are in the special education setting or general education setting and are diagnosed Deaf and/or Hard of Hearing that impacts the child's academic performance under Individuals with Disabilities Education Act (IDEA).
- B.1.8 Video Remote Interpreting (VRI) shall be provided when face-to-face interpreting is neither feasible nor practical for our students. With VRI, students will be connected via high-definition broadcast-quality video in their interpreting sessions and supported by professionally competent, VRI trained, and qualified interpreters. This will be achieved using internet connectivity, a mobile device or computer configured with internet access, and a webcam. The agency is not responsible for providing the technology, just the software.
- B.1.9 The hourly rate shall also be inclusive of attendance of IEP meetings.
- B.1.10 This hourly rate shall include all direct and indirect costs. See the cost and price schedule (Section B.3).
- B.1.11 In completing the below schedule, the contractor is estimating the loaded hourly rate and number of educational interpreters. Contractor is providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimated number hours for the contract year multiplied by estimated number of educational interpreting staff to provide at the time of the award of the contract.

B.1.12 The Contractor agrees to meet all obligations under the awarded contract.

**B.2 WORKING HOURS**

B.2.1 DCPS is seeking an hourly rate for providing American Sign Language Services at various DCPS schools.

B.2.2 The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit – direct and indirect costs.

B.2.3 The regular school hours are from 8:00 a.m. to 4:00 p.m., or as specified. The maximum billable hours per school day is 8 hours except when extracurricular activities have been approved by DSI. Educational interpreters are to report to all classes, including breakfast and lunch when assigned to a student.

B.2.4 Holidays and school closures (including inclement weather) are not billable. If a student is absent and assigned an interpreter, the contracted educational interpreter should remain in the school building no more than 4 hours prior to leaving. DCPS will contact the parent to confirm child's non-attendance for the rest of the day.

B.2.5 In completing the below price schedule, the contractor is estimating the loaded hourly rate. Contractor is providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimated number of hours for the contract year multiplied by estimated number of labors to provide at the time of the award of the contract.

**B.3 PRICE/COST SCHEDULE – REQUIREMENTS**

**B.3.1 BASED YEAR: DATE OF AWARD THRU SEPTEMBER 30, 2024**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (Hour)</b>	<b>Estimated Quantity (Number of hours)</b>	<b>Total Estimated Price</b>
0001A	Educational Interpreters Regular School Year (SY) including Extended School Year (ESY), and Summer School	\$82.00per hour	13,360 hours (Approximately 200 School days x 8 hours)	\$1,095,520.00
0002B	Educational Interpreter (Extra-Curricular Activities)	\$82.00per hour	150 hours	\$12,300.00
<b>Base Year Grand Total For B.3.1</b>				<b>\$1,107,820.00</b>

**B.3.2 OPTION YEAR ONE: OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (Hour)</b>	<b>Estimated Quantity (Number of hours)</b>	<b>Total Estimated Price</b>
1001A	Educational Interpreters Regular School Year (SY) including Extended School Year (ESY), and Summer School	\$82.00 per hour	13,360 hours (Approximately 200 School days x 8 hours)	\$1,095,520.00
1002B	Educational Interpreter (Extra-Curricular Activities)	\$82.00 per hour	150 hours	\$12,300.00
<b>Opt. Yr. 1 Grand Total For B.3.2</b>				<b>\$1,107,820.00</b>

**B.3.3 OPTION YEAR TWO: OCTOBER 1, 2025, THRU SEPTEMBER 30, 2026**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (Hour)</b>	<b>Estimated Quantity (Number of hours)</b>	<b>Total Estimated Price</b>
2001A	Educational Interpreters Regular School Year (SY) including Extended School Year (ESY), and Summer School	\$82.00 per hour	13,360 hours (Approximately 200 School days x 8 hours)	\$1,095,520.00
2002B	Educational Interpreter (Extra-Curricular Activities)	\$82.00 per hour	150 hours	\$12,300.00
<b>Opt. Yr. 2 Grand Total For B.3.3</b>				<b>\$1,107,820.00</b>

**B.3.4 OPTION YEAR THREE: OCTOBER 1, 2026, THRU SEPTEMBER 30, 2027**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (Hour)</b>	<b>Estimated Quantity (Number of hours)</b>	<b>Total Estimated Price</b>
3001A	Educational Interpreters Regular School Year (SY) including Extended School Year (ESY), and Summer School	\$83.00 per hour	13,360 hours (Approximately 200 School days x 8 hours)	\$1,108,880.00
3002B	Educational Interpreter (Extra-Curricular Activities)	\$83.00 per hour	150 hours	\$12,450.00
<b>Opt. Yr. 3 Grand Total For B.3.4</b>				<b>\$1,121,330.00</b>

**B.3.5 OPTION YEAR FOUR: OCTOBER 1, 2027, THRU SEPTEMBER 30, 2028**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (Hour)</b>	<b>Estimated Quantity (number of hours)</b>	<b>Total Estimated Price</b>
4001A	Educational Interpreters Regular School Year (SY) including Extended School Year (ESY), and Summer School	\$83.00 per hour	13,360 hours (Approximately 200 School days x 8 hours)	\$1,108,880.00
4002B	Educational Interpreter (Extra-Curricular Activities)	\$83.00 per hour	150 hours	\$12,450.00
<b>Opt. Yr. 4 Grand Total For B.3.5</b>				<b>\$1,121,330.00</b>

**B.3.6 PRICE SCHEDULE SUMMARY**

<b><u>PERIOD OF PERFORMANCE</u></b>	<b><u>TOTAL ESTIMATED PRICE</u></b>
<u>BASE YEAR</u>	<u>\$1,107,820.00</u>
<u>OPTION YEAR ONE</u>	<u>\$1,107,820.00</u>
<u>OPTION YEAR TWO</u>	<u>\$1,107,820.00</u>
<u>OPTION YEAR THREE</u>	<u>\$1,121,330.00</u>
<u>OPTION YEAR FOUR</u>	<u>\$1,121,330.00</u>
<b><u>GRAND TOTAL BASE PLUS (4) OPTION YEARS</u></b>	<b><u>\$5,566,120.00</u></b>

**B.4 Basis and Award of Bid**

The Contractor submitted its bids on an “all or none” basis. This Contract is awarded as a result of the solicitation which binds the Institutions during the term of the contract to secure all its needs from the successful contractor. And this Contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract.

**B.5 Requirement Contracts**

The District will purchase its requirements 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 by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) DCPS shall not be required to purchase from the contractor requirements in excess of the limit on total orders under his contract, if any.
- d) DCPS may issue orders that provide for delivery to or performance at multiple destinations. DCPS may, with reasonable notice but with no less than 30 day written notice to Contractor, add Institutions not included in the agreement at the time of award and those Institutions shall be fully incorporated into this agreement for the remaining term and any Option Years remaining.

- e) The DCPS shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Institution.
- f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to make any deliveries under this contract after September 30, 2028.

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**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

C.1.1 The District of Columbia Public Schools (DCPS) has a student population identified with Hearing impairments and Deafness. The identified students require the use of American Sign Language interpreters to access their individualized education program (IEP); participate in State assessments, curriculum-based assessments, and evaluations/reevaluations; and receive educational services in the least restrictive environment. The ASL interpreters facilitate communication from English to ASL and ASL to English. Communication that is heard will be interpreted or translated including but not limited to: lectures, videotapes, student questions/comments, presentations, group activities and any other information relating to course content or participant interaction. Communication signed by the student will be spoken in English by the interpreter.

C.1.2 Additionally, all contracted educational interpreting services delivered to DCPS students with an individualized education program (IEP) shall be provided in accordance with the standards specified in section C.5 of this document. DCPS is committed to an educationally relevant model of general and special education service delivery that utilizes a multidisciplinary team approach to integrate strategies and interventions into the special educational environment.

**C.2 APPLICABLE DOCUMENTS:**

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

Item No.	Document Type	Title
1	Special Education Programs & Resources Guide	Special Education Programs & Resources Guide for Families, School Year 2016-2017
2	List of DCPS Locations	Listing of all DCPS school sites
3	Federal Law	Individuals with Disabilities Act 2004 <a href="http://idea.ed.gov">http://idea.ed.gov</a>
4	Federal Law	Americans with Disabilities Act 2008 <a href="http://www.access-board.gov/about/laws/lada-amendments.htm">http://www.access-board.gov/about/laws/lada-amendments.htm</a>
5	DCPS Calendar	DCPS School Calendar <a href="http://dcgs.dc.gov/LDCPS/About+DCPS/Calendars">http://dcgs.dc.gov/LDCPS/About+DCPS/Calendars</a>

C.2.1 The aforementioned documents are subject to revision and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor is responsible for ensuring reference and compliance with the revisions and updates.



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

**C.3 DEFINITIONS:**

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

C.3.1 Special Education - shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially designed to meet the unique needs of a student with disabilities. Instruction is provided without charge but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program.

C.3.2 Students With Disabilities - students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional, or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.

C.3.3 Parent - a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.

C.3.4 Family Educational Rights and Privacy Act"(FERPA) - the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.3.5 Free, Appropriate Public Education (FAPE) - Special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school, or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).

C.3.6 Health Insurance Portability and Accountability Act (HIPPA) - The Act guarantees patients' rights and protections against the misuse or disclosure of their health records.

C.3.7 Every Student Succeeds Act (ESSA) - On December 10, 2015, President Obama signed ESSA, reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's national education law and longstanding commitment to equal opportunity for all students. The new law builds on key areas of progress in recent years, made possible by the efforts of educators, communities, parents, and students across the country.

C.3.8 Local Education Agency (LEA) - The agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

C.3.9 State Education Agency (SEA) - The State Education Agency is the Office of the State Superintendent of Education (OSSE) for the District of Columbia, unless otherwise designated.

C.3.10 Day - A calendar day unless otherwise indicated as a school day or a business day.

C.3.11 Individuals with Disabilities Education Act (IDEA) -The Individuals with Disabilities Education Act (IDEA) is a [United States federal law](#) that governs how states and public agencies provide early intervention, [special education](#), and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

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

C.3.12 Office of the State Superintendent of Education (OSSE) -State Education Agency for DCPS.

C.3.13 Business entity – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative associations, unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

C.3.14 Maximum aggregate value – the total sum of the contract ceiling, including the base period and any subsequent option periods or extensions.

C.15 Principal – Any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity. A dean of an educational institution is not a “principal” within the meaning of this definition.

C.16 Seeking – The act of any business entity submitting a bid or proposal to any contracting authority of the District of Columbia, or submitting an application to participate in DC Supply Schedule

**C.4 BACKGROUND:**

C.4.1 The District of Columbia Public Schools (DCPS), Division of Specialized Instruction (DSI) requires the services of a Contractor to provide school based educational interpreting services. DCPS has students with disabilities that require services from an educational interpreter pursuant to their individualized education program (IEP). Educational interpreters are provided to Deaf and Hard of Hearing students who require facilitation of communication in the child's educational setting. DCPS does not have educational interpreters on staff, therefore the shortfall must be ameliorated with contractual employees.

C.4.2 IDEA states that all children with disabilities have the right to a "free appropriate public education" (FAPE) that emphasizes special education and related services designed to meet their unique needs and prepare them for the future.

C.4.3 IDEA recognizes the educational interpreter as a "related service provider." In DCPS the right to an educational interpreter is specified on the student's IEP as determined by the IEP team. For many students with hearing loss, *even* those who are considered hard of hearing, an interpreter is essential to providing FAPE. The law defines a qualified interpreter, in accordance with the Americans with Disabilities Act (ADA), as someone who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

C.4.4 In addition, Deaf or hard of hearing students are entitled to equal access and an equal opportunity to participate in public school services, programs, and activities. The ADA and Section 504 apply to all programs and activities offered by the school system.

**C.5 REQUIREMENTS:**

**C5.1** The Contractor shall ensure the Educational Interpreters meet/conduct the following:

**C.5.1.1** The Contractor shall meet the requisites for qualified interpreters based on ADA's definition and determined by DCPS. The Contractor shall provide to DCPS the college transcript, associate degree, and/or formal assessment scores of all contractors assigned to students with disabilities in any school for which DCPS is the Local Educational Agency (LEA) upon request.

**C.5.1.2** The Contractor shall complete the DCPS security process, including drug testing. Assigned educational interpreters will have appropriately clear security and drug testing

before providing services. The Contractor must provide copies of these documents upon request.

- C.5.1.3** The Contractor shall work no more than 8 hours per day with their assigned students according to a schedule authorized by DCPS.
- C.5.1.4** The Contractor shall, as deem necessary, provide services for extracurricular activities (Monday through Friday and possible weekend events), however, these events must be approved by the Division of Specialized Instruction (D51) one week prior. Coordination of interpreting services at *events* will be between the school-based point of contact and OSI, not the interpreter.
- C.5.1.5** The Contractor shall conduct and maintain positive, professional relationships with all educational stakeholders to include students, school staff, central office staff, families, and community partners.
- C.5.1.6** 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, or building administrator will be identified by DCPS as the primary point of contact with whom to discuss parental concerns.
- C.5.1.7** The Contractor shall participate in school-based meetings, including IEP, Multidisciplinary Team Meetings (MDT) and Manifestation Determination Review (MDR), meetings etc., when a student is a participant.
- C.5.1.8** The Contractor shall participate in necessary professional development as determined by the IEP team and approved by DSI.
- C.5.1.9** The Contractor shall accompany their assigned student to all nonacademic activities (breakfast, lunch, recess, assemblies, field trips etc.) during the 8-hour school day.
- C.5.1.10** The Contractor shall provide services in a variety of learning environments, including incarceration settings.
- C.5.2** The Contractor shall provide a point of contact supervisor to interface with DCPS to address any issues or concerns regarding the educational interpreter.
- C.5.3** The Contractor shall immediately communicate with DCPS if the educational interpreter abruptly leaves and provide a replacement for that staff. In case the agency is unable to present such a replacement, the agency shall communicate with DCPS about its compromise to make a good-faith effort to provide a replacement within one calendar day.
- C.5.4** The Contractor shall notify DCPS two weeks ahead of time when educational

interpreters will resign. The agency is responsible for finding a replacement within that two weeks' time frame.

- C.5.5** The Contractor shall provide a substitute for the educational interpreter if they are absent.
- C.5.6** The Contractor shall work with DCPS to create a contingency of services plan when a student is truant for five or more days in a row.
- C.5.7** In the event there is a need to redesign the interpretation delivery system for a student, the Contractor shall collaborate with DCPS in the support and redesign of the interpretation delivery system, in order to achieve maximum efficiency and student outcomes given the resources available.
- C.5.8** The Contractor shall provide services according to the need of educational interpreter support as outlined in this solicitation for the DCPS schools. The required services shall facilitate communication for students who demonstrate a need for interpreting services as determined by the IEP team.

**C.6 CONTRACTOR RESPONSIBILITIES:**

- C.6.1** Immediately upon award of the contract, the Contractor shall ensure that the proposed staff undergo testing for TB infection, and background checks pursuant to DCPS standards (including fingerprinting and drug screening) and satisfy all DCPS clearance requirements. The Contractor shall provide DCPS with copies of all results and shall keep the documentation readily available on file.
- C.6.2** The Contractor shall make available to DCPS all resumes, cover letters, copy of degrees, licenses, certifications, and other employee information of the proposed staff as outlined in section M.3.1 (Professional Qualifications). This information is required when submitting the proposal, at contract award, and before the staff provides services to DCPS students.
- C.6.3** The Contractor shall develop a district-wide staffing plan approved by DCPS/DSI's Academic Programs Director and Program Manager. The Staffing Plan will detail the assigned support for students and supervision assignments across DCPS. The Program Manager and Contractor shall communicate weekly to review the Staffing Plan and make adjustments thereto. The Staffing Plan shall detail how student coverage will be accomplished when educational interpreters are absent (to include extracurricular activities etc.)
- C.6.4** The Contractor shall provide services that are consistent with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.

- C.6.5** The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
- C.6.6** If the Contractor's educational interpreter abruptly leaves, the Contractor must immediately notify the assigned DCPS Project Manager and Contract Administrator and present a replacement for that staff. In case the Contractor is unable to present such replacement, the Contractor shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within one calendar day.
- C.6.7.** The Contractor shall remove low-performing educational interpreters and replace them with appropriate personnel.
- C.6.8** The Contractor shall provide documentation with invoices that:
  - C.6.8.1** Corroborate the date(s) and time(s) of service provided by educational interpreters.
  - C.6.8.2** Verify arrival and departure times from schools assigned (pursuant to schedules provided); and
  - C.6.8.3** Confirm the names of the students or classrooms supported.
- C.6.9** DCPS may disallow invoices that are not accompanied by the above requirements listed in C.6.8, and for staff that have not substantiated their current licensure status with written documentation, these invoices will not be paid until the issues in question are satisfactorily rectified.
- C.6.10** The Contractor's educational interpreters shall:
  - C.6.10.1** Follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);
  - C.6.10.2** Sign in and out on a specific attendance book at schools;
  - C.6.10.3** Be subject to unannounced observations by DSI/ Program Manager;
  - C.6.10.4** Disengage from use of cellphones or texting during school hours and
  - C.6.10.5** Communication with parents shall only be in the presence of school-based staff, i.e., teacher, LEA Representative, Special Education Coordinator, Principal, or Assistant Principal.
- C.6.11** 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.6.12** The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement, or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

**C.7 CONSEQUENCES OF NON-COMPLIANCE:**

**C.7.1** In the event of non-performance or violation or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall have the right to seek sanctions and penalties as shall be appropriate.

**C.7.2** DCPS will issue directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner set forth by DCPS. DCPS will also, at its discretion and in addition to any other remedies available, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

Provision	Damages Per Occurrence
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	If a replacement is not found within 1 day, the Contractor agrees to have daily rate deducted per each day until the position is filled.
The Contractor must provide proof of current certification and licensure for all staff before staff provides services to students.	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.

**C.7.3.** Non-Compliance Appeal(s):

C.7.3.1 Appeals shall be handled according to applicable law and policy.

**C.8 DCPS RESPONSIBILITIES:**

**C.8.1** DCPS will collaborate with the Contractor in determining the best matches in assigning each educational interpreter to student(s) or classroom(s).

**C.8.2** DCPS will provide the assigned educational interpreter access to any students' IEPs, behavior intervention plan and/or nursing plan to whom they are assigned.

**C.8.3** DCPS will also provide a directory of schools inclusive of addresses, email addresses and school telephone numbers.

- C.8.4** DCPS will provide an itemized list of the individual students designated to receive support and the assigned school(s) for staff.
- C.8.5** At any time, DCPS maintains the option to decrease interpreting services as deemed necessary.
- C.8.6** Every three months, DCPS will evaluate the Contractor's performance and compliance with the contract in accordance with the established performance evaluation form (see attachment J. 10).
- C.8.7** DCPS will be financially responsible for the cost of drug testing for interpreters.

**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 five, Inspection of Supplies, and clause number six, Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

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

- F.1.1 The Letter Contract awarded to the Contractor on September 20, 2023, for the term of October 1, 2023, through October 30, 2023, for the services covered by the Letter contract is incorporated and merged with this definitized contract.

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

- F.2.1 The District may extend the term of this contract for a period of four one-year option periods, or successive fractions thereof, by providing written notice to the Contractor before the expiration of the contract, provided that the District will give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30 days preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.



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

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

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

**F.3 DELIVERABLES**

F.3.1 The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>Performance Standard</b>	<b>Acceptable</b>	<b>Surveillance</b>	<b><u>Consequences</u></b>
	Quality Level	Method	
The Contractor is responsible for ensuring all contracted staff and subcontractors undergo and clear all DCPS pre-employment clearance activities, including but not limited to background checks and drug testing	100%	Beginning of employment and every two years as required by law	The Contractor shall be prohibited from beginning employment until the background and security checks is completed and cleared.
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	Ensure a full qualified staff is provided for service delivery.	Quarterly evaluation	If a replacement is not found within 1 day, the Contractor agrees to have daily rate deducted per each day until the position is filled.
The Contractor must provide proof of current certification and licensure for all staff before staff provides supports to children.	100%	3 days prior to the start date  Monthly review of certification for each staff with the Contractor's manager	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.  DCPS will inform the Contractor of infractions prior to penalizing using cure letter.  DCPS may not exercise option year with the Contractor
The Contractor shall replace any missing staff within 1 calendar day.	100% of the time	Monthly	The Contractor shall be deducted its daily rate per staff until replaced
The Contractor shall be responsible for notifying DCPS two weeks ahead of time when an educational interpreter shall be resigning. The Contractor is responsible for finding a replacement within that time			The Contractor shall be charged daily rate penalty until replacement is identified.

period.			
The Contractor shall acknowledge the right of DCPS to request dismissal of the Contractor staff based on a lack of performance.		Weekly meetings with the Contractor's manager.  Quarterly meetings with the Contractor	The Contractor has the opportunity to address the specific performance issues within 30 days after receipt by the Contractor or written notice from DCPS of such lack of performance.
The Contractor shall attend bi-weekly, monthly, and/or quarterly meetings.			DCPS may not exercise the option year

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

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

**G.1 INVOICE PAYMENT**

G.1.1 The District will make payments to the Contractor, based upon Section B (Price/Cost Schedules) and Section F (Deliverables) upon receipt of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

**G.2 INVOICE SUBMITTAL**

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal: <https://vendorportal.dc.gov>.

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

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor's profile.

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

G.2.3.2 Contract number and invoice number;

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

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

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

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

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

G.2.3.8 Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

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

**G.4 PAYMENT**

Payment will be based upon Section B.3 - Price/Cost Schedule and Section F.3 - Deliverables.

**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

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

- a) The CO determines that 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 PARTIAL PAYMENTS**

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

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

- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:  
Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.
- c) Presentation of a properly executed invoice, Section G.2.

**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 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
  - a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2 Payments to Subcontractors**

- G.6.2.1 The Contractor must take one of the following actions within seven days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
  - a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

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

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

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

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

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

**G.6.3 Subcontract requirements.**

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

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

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

Brenda Allen  
Contracting Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First St. NE, 9th Floor  
Washington, DC 20002  
Telephone: (202) 251-2780  
Email: [brenda.allen@k12.dc.gov](mailto:brenda.allen@k12.dc.gov)

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

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1 The CA is responsible for the general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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:

Anna Chirighin  
Manager, Low Incidence Disabilities  
Division of Specialized Instruction  
Office of Teaching and Learning  
Social Emotional Academic Development  
District of Columbia Public Schools  
1200 First Street NE, 12th Floor  
Washington, DC, 20002  
Phone: (202) 578-1281  
Email: [anna.chirighin@k12.dc.gov](mailto:anna.chirighin@k12.dc.gov)

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

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

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

**G.10 ORDERING CLAUSE**

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.11 HOURLY RATE CEILING**

G.11.1 The ceilings for specified hourly rate items are set forth in Section B.3.

G.11.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit, and the total cost to the District shall not exceed the ceilings specified in Section B.3.

G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

G.11.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

G.11.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

- G. 11.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.3, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G. 11.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 11.8 If any hourly rate ceiling specified in Sections B.3 is increased, any costs the Contractor incurs before the increase that is in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G. 11.9 A change order shall not be considered an authorization to exceed the applicable hourly rate **ceilings specified in Sections B.3 unless the change order specifically increases the hourly rate ceilings.**

## **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 fundamental goals and objectives for the utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least 51 percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2015-4281, Rev No. 27, dated 6/30/2023 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.



**H.3 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

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

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

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

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

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

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

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

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

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

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

**H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

**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 § 2219.01 *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 the performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

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

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

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

**H.5.8** Any contractor that violates, more than once, within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

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

## **H.6 ADVISORY AND ASSISTANCE SERVICES**

**H.6.1** 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

**H.7.1** During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

**H.8 WAY TO WORK AMENDMENT ACT OF 2006:**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12- month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually, and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

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

**H.8.9** The Mayor may exempt a contractor from the requirements

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

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

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

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture

prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## H.9.2 Subcontracting Plan

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

Each subcontracting plan shall include the following:

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

## H.9.3 Copies of Subcontracts

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

## H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

## H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

**H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5 This section and the provisions of the Act shall not apply:
  - (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**H.11 DISTRICT RESPONSIBILITIES**

No additional responsibility than Section C.8.

**H.12 CONTRACTOR RESPONSIBILITIES**

No additional responsibility than Section C.6.

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

**H.13.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

- **All Instructional Staff**

Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required by every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS School or to any DCPS student. Background checks shall include fingerprinting.

The Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. Upon request, the Contractor shall provide DCPS with a copy of the results from the background check, drug test, and fingerprinting.

**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.

**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 record check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.13.5** The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

- (A) a written authorization that 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 acknowledgment 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 acknowledgment stating that the Contractor has notified them that they may be denied employment or a volunteer position or maybe 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.13.5(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 CA 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 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 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 volunteers in the positions listed in sections H.13.1 and H.13.2.
- H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.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

## **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, and click on "Required Solicitation Documents".

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

#### **I.2.1 AVAILABILITY OF FUNDS**

- I.2.1.1** Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

- I.2.1.2. The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs, including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program.
- I.2.1.3 It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for products that have already been delivered in accordance with this contract.

### **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: Article 42, Rights in Data) in its place:

#### **A. Definitions**

1. Products - A deliverable under any contract that may include commodities, services and/or technology furnished by or through the Contractor, including existing and custom Products, such as but not limited to, a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. Existing Products - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to the commencement of work, or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final, or otherwise, which are created or developed by the Contractor, its subcontractors, partners, employees, resellers, or agents for the District under the contract.

**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:

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

1. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title, and interest in Custom Product(s), whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. The 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 the 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 the Contractor's business.

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

A. GENERAL REQUIREMENTS. The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation, and property insurance policies (if applicable to this agreement) 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 affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, 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.
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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits and \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called



“silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.

7. Commercial Umbrella or Excess Liability - The Contractor 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’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- C. PRIMARY AND NONCONTRIBUTORY INSURANCE  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. 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.
- F. CONTRACTOR’S PROPERTY. The 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.
- G. 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.
- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given 30 days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to the following:

The Government of the District of Columbia  
Zahra Hashmi, Senior Contract Specialist  
District of Columbia Public Schools  
Office of Chief Resource Strategy  
Contracts and Acquisitions Division  
1200 First Street, NE, 9th Floor  
Washington, DC 20002  
Phone: (202)442-5120  
Email: zahra.hashmi@k12.dc.gov

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

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party that 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.
- K. **CARRIER RATINGS.** All Contractor's, and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance

**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) Letter Contract
- (4) Standard Contract Provisions

- (5) Contract attachments other than the Standard Contract Provisions
- (6) Invitation For Bid
- (7) 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 the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

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

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

**I.12 ESTIMATED QUANTITIES**

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

**I.13 PAY-TO-PLAY PROHIBITION**

**I.13.1 GENERAL PROHIBITION**

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

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

- I.14.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, the date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.
- I.14.2 For contracts with a maximum aggregate value of \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract

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

- I.14.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends or is terminated.
- I.14.4 For contracts with a maximum aggregate value of \$250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award through one year after the contract ends or is terminated.

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

- I.15.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award, date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.
- I.15.2 For contracts with a maximum aggregate value of \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest
- I.15.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date of contract award through one year after the contract ends or is terminated.

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

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

I.16.1 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

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

**I.17 PROHIBITED CONTRIBUTIONS: TERM CONTRACTS**

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

**I.18 CERTIFICATION BY BUSINESS ENTITIES**

I.18.1 Every business entity seeking a contract with a maximum aggregate value of \$250,000 or more shall certify that it and its principals are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 et seq.).

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

**I.19 MANDATORY DISCLOSURES**

I.19.1 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official titles, and home addresses of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.

I.19.2 Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates on its principles that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract's period of performance.

I.19.3 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal a list of any other contract or contracts it currently holds, or is seeking to obtain, from any district agency or instrumentality that contains the following information:

- (a) The procuring agency;
- (b) The program agency;
- (c) The maximum aggregate value of the contract; and
- (d) The date the contract was awarded.

**I.20 PENALTIES**

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

**I.21 PUBLICITY**

The Contractor shall always obtain the prior written approval from the CO before it, any of its officers, agents, employees, or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**I.22 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 to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**I.23 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.24 GOVERNING LAW**

This contract and any disputes arising out of or related to this contract shall be governed by and construed in accordance with the laws of the District of Columbia.

**I.25 TERMINATION**

- a. The DCPS or the Contractor may terminate the contract for cause by giving sixty (60) days written notice.
- b. Neither the Contractor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the Contractor or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c. The Institution reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The Institution shall notify the Contractor, in writing, of specific instances of non-compliance. In instances where the Contractor has been notified of non-compliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, to immediately terminate the contract, and the Contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d. The Institution shall give written notice to the Contractor and terminate the right of the Contractor to proceed under this contract if the Institution finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be an issue and may be reviewed in any competent court.
- e. In the event this contract is terminated, as provided in paragraph (d) hereof, the Institution shall be entitled:

- f. To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and
- g. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- h. The rights and remedies of the Institutions provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.25.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT**

I.14.1 DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702 Termination for Convenience of the Government.

**I.25.2 TERMINATION FOR DEFAULT**

I.14.2 DCPS has the right to terminate the contract for default of the contractor on satisfactory performance in accordance with the terms and conditions of the contract, 27 DCMR Section 3710, (Fixed-Price Supply and Service) (Apr 1984).

**I.26 CONTRACT WORK HOURS AND SAFETY STANDARDS**

I.26.1 The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

**I.27 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 to the contract within the general scope hereof. If such a 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 they determine 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) Provide the Contractor with written notice of the funding certification.
  
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five business days of its receipt of notice of 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 to the additional work within ten 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 agree on a price for the additional work.

**1.28 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 for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
  
- (b) Pursuant to Mayor’s Order 85-85 (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11), and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual

harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

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

**THIS SPACE INTENTIONALLY LEFT BLANK.**

**SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination NO.: 2015-4281, Revision No.: 27, Date of Revision: 06/30/2023
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at. Click on "Solicitation Attachments"
J.4	Way to Work Amendment Act of 2006 - Living Wage Notice
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.6	2018-2019 School Year Calendar
J.7	Contractor's price and technical bids
J.8	Contractor's Insurance Certificate
J.9	Letter Contract

\*\*\*\*\*END OF THE DOCUMENT\*\*\*\*\*