



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

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

Page No. 1 of 36 pages

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

CONTRACT NO: GAGA-2023-C-0419
PROGRAM OFFICE: Office of the Chief Operations Officer,
CAPTION: Data Analysis Special Education Compliance Monitoring
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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 constitute the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:

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

Contractor's Name Samantha Davis

BY: *Samantha Davis*
Signature of Authorized Representative

Print Name: Samantha Davis

Title: 09/25/2023

Date

Mailing Address of the Contractor

304 W 102nd St Apt 2A
New York, NY 10025
Phone: 971.645.3436

971-645-3436 Telephone No. N/A Facsimile No.

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Brenda Allen *Brenda Allen*
Contracting Officer

Brenda ALLEN 10/2/2023
Type or Print Name Date

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.

PERIOD OF CONTRACT: Date of the award, to September 30, 2024

CONTRACT AMOUNT: \$ 135,258.93

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

B.1 The Office of the Chief Operating Officer’s (OCCO) Compliance and Monitoring team is contracting for a specialized compliance monitor who also possesses data analysis capabilities and knowledge of State Complaint implementation. This department supports DCPS’ goals of empowering faculty, staff, and families to educate the whole child through the implementation of equitable and high-quality instruction. The agency’s fiduciary obligations to the federal government and students with disabilities require that DCPS maintain compliance with state-mandated regulations as defined by IDEA. Through regular and recurring compliance reviews, systems reporting and management, and cross-agency collaboration, the Compliance and Monitoring team seeks to support programmatic development and implementation at the school and student levels.

B.2 The District contemplates the award of the firm fixed price contract *in* accordance with 27 DCMR Chapter 24

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

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

B.4 PRICE SCHEDULE

Base period (date of award to September 30, 2024)

CLIN	Item Description	Quantity (Hours)	Hourly rate	Total Price
001	Compliance and Monitoring Support	1,809	\$74.77	\$135,258.93
Total				\$135,258.93

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCPS aims to engage an experienced compliance monitor to continue the completion of several predetermined compliance activities for the 2022-2023 school year. The compliance activities are directly tied to outcomes of reports provided by the Office of the State Superintendent of Education (OSSE) that have a direct impact on the agency's Special Education Annual Determinations Report. OSSE uses a set of metrics that vary from year to year to determine DCPS' performance. Over the last 5+ years, DCPS has not met expectations and has recently moved from "Needs Intervention" to "Needs Assistance" rating. DCPS is striving to achieve a "Meets Requirements" determination as defined by the OSSE, which is incumbent on continued monitoring, data reporting, and cross-agency collaboration to make real-time changes at the school level. Compliance reviews in the areas of timeliness, Individualized Education Plans (IEPs) and eligibility quality, enrollment, attendance, Medicaid, disciplinary procedures, and qualitative records reviews are necessary for the Department of Specialized Instruction (DSI) to create targeted technical training plans for school-based staff. This compliance monitor will support training two full-time replacements for the school year 2022-2023, who will be able to demonstrate the same level of competency and quality as the current contractor. This monitor must possess a keen understanding of IDEA and DCPS policies, regulations, practices, and programmatic implementation, along with a commitment to creating equitable improvements that are in alignment with anti-racist principles and beliefs.

C.2 APPLICABLE DOCUMENTS Reserved

C.3 DEFINITIONS Reserved

C.4 BACKGROUND

The District of Columbia Public Schools (DCPS) educates approximately 50,000 students in 116 schools. Approximately 7,000 of those students receive specialized instruction and related services under the Individuals with Disabilities Education Act (IDEA). The agency employs almost 8,000 teachers, principals, classroom aides, social workers, counselors, custodians, and other support staff entrusted to carry out the public education mission in DC. The District also counts amongst its facilities four other administrative locations and mission-oriented offices, such as the central office location and support sites, warehouse, and logistics facilities.

C.5 TASKS, REQUIREMENTS

C.5.1 TASKS

DCPS aims to engage a contractor to contribute heavily and/or complete the following projects.

- C.5.1.1** The vendor shall analyze work-related technical programs, operations, and administrative functions of a broad nature, including determining the impact of delaying the implementation of various administrative systems or DCPS improvements.
- o Provides support and recommendations to other Central Office teams on compliance and monitoring best practices for special education in accordance with IDEA.
 - o Provides technical assistance and recommendations to school-based teams on compliance and monitoring best practices for special education in accordance with IDEA.

- o Provides technical assistance for data capture and report generation or analysis efforts for special education data within applicable software platforms.
- o Electronic records management

C.5.1.2 The vendor shall design and implements data preparation, processing, retrieval, and storage systems.

- o Designs and implements record reviews
- o Analyzes data after reviews are completed

C.5.1.3 The vendor shall customize data reporting for various stakeholders and recommends the next steps for leadership on a large variety of targeted compliance initiatives for special education data.

- o Drafts reports for investigations conducted and analyzes the associated data
- o Performs predictive analyses on proposed compliance initiatives or best practices and proposes the most viable way to implement

C.5.1.4 The Conducts a variety of investigations and self-assessments of complaints and externally identified areas of concern filtered through DCPS from various external regulatory agencies.

- o Set audit conditions for each investigation and self-assessment.
- o Partners with relevant stakeholders to incorporate their input into the audit conditions.

C.5.1.5 Develops monitoring systems relative to special education data and reporting systems designed to enhance compliance within special education and other programs.

- o Track school progress toward meeting compliance goals

C5.1.6 The vendor shall coordinate and monitors the implementation of multiple corrective action plans and processes internal and external to DCPS program offices and oversight agencies.

- o Collaborates with external regulatory agencies, Central Office teams, and school staff to complete corrective actions after compliance reviews for special education and other programs are conducted during school site visits.
- o Ensures the implementation of federal anti-discrimination education laws specifically related to Title II, Title VI, and Title IX.

C.5.1.7 The vendor shall serve as the liaison for special education compliance data reporting.

- o Leverages partnerships with external regulatory agencies to complete joint reviews and meet deadlines for implementing corrective action plans.
- o Leverages relationships with Central Office and school-based teams to ensure adherence to compliance metrics.

C.5.1.8 The vendor shall assist in the maintenance of the following applications:

- o Special Education Database (SEDS)
- o Statewide Longitudinal Education Data System (SLED)
- o Qlik Sense
- o DC Corrective Action Tracking System (DC CATS)
- o Panorama
- o Student Behavior Tracker (SBT)

- o Aspen
- o Quick base applications
- Compliance Action Planning (CAP) Tracker
- OSSE Support Tool
- Multi-State Alternate Assessment (MSAA)
- State Complaint Tracker
- Other applications as assigned.

C.5.1.9 Urgent Requested Work

- o The Compliance Monitoring Manager will assign priorities to the contractor and make every attempt to provide advance notice of new assignments. Reasonable time frames for agreed-upon tasks will be provided. Critical tasks shall be discussed weekly, and the timeline shall be agreed upon by the contractor and the Compliance Monitoring Manager.

C.5.2 REQUIREMENTS

C.5.2.1 The vendor shall meet with the Compliance Monitoring Manager within one (1) working day after issuance of the contract to begin professional services in support of DCPS operations.

C.5.2.2 The vendor shall be required to establish suitable processes and systems to guarantee the most regimented organization of resources involved in the support of Special Education Compliance Monitoring, including project tracking and knowledge management. Complete documentation of processes and work is required to be maintained in an annual cycle work plan.

C.5.3 VENDOR QUALIFICATIONS

A solid understanding of special education, educational discrimination laws, investigation fundamentals, internal database fundamentals, internal DCPS policies, and external federal/state policies listed below are necessary for this position. Five or more years of experience in the urban education sector is required. Complete the Vendor Qualifications Chart to address experience and provide an example of their corporate portfolio.

VENDOR QUALIFICATIONS CHART			
KNOWLEDGE/SKILLS	YEARS	TYPE	EXPERIENCE? (Y/N)
IDEA Knowledge and Implementation	10 years	Special Education	Y
ADA Knowledge and Implementation	10 years	Special Education	Y
Title II Knowledge and Implementation	2 years	Discrimination in Education	Y
Title IX Knowledge and Implementation	2 years	Discrimination in Education	Y
Title VI Knowledge and Implementation	2 years	Discrimination in Education	Y
Conducting Investigations and Self-Assessments	4 years	Investigation Fundamentals	Y
Compliance Monitoring	4 years	Quality Assurance	Y
Corrective Action Implementation	4 years	Quality Assurance	Y
SEDS Utilization	6 years	Database Fundamentals	Y
Aspen Utilization	2 years	Database Fundamentals	Y

SBT Utilization	2 years	Database Fundamentals	Y
Panorama Utilization	6 years	Database Fundamentals	Y
QuickBase Utilization	2 years	Database Fundamentals	Y
DCPS Policy Knowledge and Implementation	2 years	Policy	Y
OSSE Policy Knowledge and Implementation	2 years	Policy and Special Education	Y
DCMR Policy Knowledge and Implementation	2 years	Policy	Y
Teaching Experience	5 years	Educational Instruction	Y
School Administrator Experience	3 years	Educational Oversight	Y
MS Suite (Excel, Word, PowerPoint)	18 years	Applications	Y

SECTION D: PACKAGING AND MARKING Reserved

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number *five (5) Inspection of Supplies* AND clause number *six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from the date of the award to September 30, 2024.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (Not Applicable)

F.3 DELIVERABLES

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

- **Contract Management Plan** – The Contractor shall prepare a draft and final Contract Management Plan specifying the tasks, sub-tasks, and approaches to be used to provide the services and products specified, including the deliverable documents, analyses, and reports necessary to fulfill the requirements of this SOW. This Plan shall be delivered in the draft not later than one week following the award of the Contract.
- **Program and Project Plans** – The Contractor shall prepare draft and final versions of specific Program and Project Plans when necessary or as directed that are appropriate for the size and scale of technical efforts being undertaken. These plans shall specify the tasks, sub-tasks, dependencies, resource requirements, schedules, and milestone dates required to complete specific programs or projects. When approved by the Compliance Monitoring Manager, these plans shall be used to monitor, control, and report progress, issues, and resource expenditures.

These plans shall be updated as required and approved by the Compliance Monitoring Manager as required to maintain currency with project objectives, activities, and direction.

- **Weekly Contract Status and Progress Review** – The Contractor shall participate in weekly management review meetings and be prepared to present and discuss the following:

No	Deliverable	Format/Method of Delivery	Due Date
01	Activities planned for the week;	Via Email to CA	Weekly
02	Work and deliverables completed during the period;	Via Email to CA	Weekly
03	Status of ongoing activities	Via Email to CA	Weekly
03	Activities planned for the following period;		Weekly
04	Problems or issues projected or identified;		Weekly
05	Alternatives and/or recommended solution(s) for identified or projected problems or issues		Weekly
06	Known or projected resource (staff and funding) and schedule impacts.		Weekly

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2 INVOICE SUBMITTAL (electronic)

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

G.2.2 Unless otherwise specified in the Contract, the Contractor shall submit proper invoices monthly.

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT (Not Applicable)

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

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

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT (Feb 2019)

G.6.1 Interest Penalties to Contractors

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

penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- G.6.1.1.1** The date on which payment is due under the terms of this contract.
- G.6.1.1.2** Not later than seven calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat product.
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt, and thereafter, interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
 - G.6.2.1** The Contractor shall take one of the following actions within seven days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the non-payment.
 - G.6.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product.

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

G.6.3 Subcontract requirements

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

G.6.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.7 CONTRACTING OFFICER (CO)

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

Brenda Allen
Contracting Officer
District of Columbia Public Schools
1200 First Street, NE, 9th floor.
Washington, DC 20002
Phone: 202-251-2780
E-mail: 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 affects 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 invoices or vouchers.

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

James Mitaritonna
Office of the Chief Operating
Officer 3535 V Street, NE
Washington, DC 20018
Cell Phone: 202-373-4578
Email: James.Mitaritonna@k12.dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES (Not Applicable)

- H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created because 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, 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 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 a 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 because 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 from 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 (Not Applicable)

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.5.2 The Contractor shall enter and maintain, during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created 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 which violates, more than once, within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes as supplemented and modified by this Contract.**
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS (Not Applicable)**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** For all contracts more than \$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** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a 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 twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor, and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 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 employment.
 - (b) To a position designated by the employer as part of a federal or District government program or obligation 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

- H.11.1** Every three months (quarterly), DCPS will evaluate the Contractor's performance and compliance with the contract in accordance with the established performance evaluation form
- H.11.2** Assuring the Contractor has access to the facilities, as needed.

H.12 CONTRACTOR RESPONSIBILITIES

- H.12.1** The Contractor shall make available to DCPS all resumes, cover letters, copies of degrees, licenses, certifications, and other employee information of the proposed staff. This information is required when submitting the proposal, at contract award, and before the staff provides services to DCPS.

H.12.2 The Contractor shall provide services consistent with the procedures and standards established by the District of Columbia state regulations and all other statutory requirements.

H.12.3 The Contractor shall provide documentation with invoices that:

- Corroborate the date(s) and time(s) of service provided; an
- Verify arrival and departure times on new installations.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services, and/or technology furnished by or through 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 and intangible licensed Products that exist before the commencement of work under the contract. Existing Products must be identified on the Product prior to the commencement of work, or else they will be presumed to be Custom Products.

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

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

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with 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 the Contractor advises the District as part of the Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, the Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. 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 to another District agency. Nothing herein shall preclude the Contractor from using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan during 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. 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 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 in addition to that, 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 and 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 before its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$1,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respect to any other insurance, deductibles, or self-insurance available to the additional insureds.
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
 - e) Defense costs shall be in addition to and not erode the limits of liability.
2. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. CONTRACTOR'S PROPERTY. Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes result in the Contractor no longer complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days' notice of the change. The contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. The contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Ameer M. Abdullah, Sr.
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: 202-515-6454
E-mail: ameer.abdullah@k12.dc.gov

- The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

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

14. Disputes

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute.
 - (ii) Data or other information in support of the claim.

- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) 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 consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute.
 - (ii) Refer to the pertinent contract terms.
 - (iii) State the factual areas of agreement and disagreement.
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six years of the commission of the misrepresentation of fact or fraud.
- (7) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim, as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a

contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute.
 - (ii) Refer to the pertinent contract terms.
 - (iii) State the factual areas of agreement and disagreement.
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

I.12 CHANGES (Feb 2019)

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

15. Changes

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

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

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

I.14 COST AND PRICING DATA

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

I.15 PAY-TO-PLAY PROHIBITION

GENERAL PROHIBITION

I.15.1 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 at prohibiting any candidate for public office from self-financing his or her own campaign.

I.16 PROHIBITED CONTRIBUTIONS; CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE MAYOR

I.16.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

I.16.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

I.16.3 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.16.4 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.17 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE ATTORNEY GENERAL

- I.17.1** For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.
- I.17.2** 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.17.3** 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.17.4** 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.18 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE COUNCIL

I.18.1 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.18.2 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.19 PROHIBITED CONTRIBUTIONS: TERM CONTRACTS

I.19.1 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, whichever occurs later, through one year after the contract ends or is terminated.

I.20 CERTIFICATION BY BUSINESS ENTITIES

I.20.1 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.20.2 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.21 MANDATORY DISCLOSURES

I.21.1 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official title, and home addresses, of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.

I.21.2 Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates as to its principals that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract's period of performance.

I.21.3 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.22 PENALTIES

I.22.1 A violation of this this chapter by a business entity or any of its principals shall be cause for debarment pursuant to section 907 of the Procurement Practices Reform Act of 2010, effective Apr. 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-359.07), and termination of the contract for default.

I.23 DEFINITIONS

I.23.1 When used in this chapter, the following terms and phrases shall have the meanings ascribed:

I.23.2 “Business entity” – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative associations, unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

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

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

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov ; under Quick Links, click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision 27 dated 6/30/2023
J.3	Contractors Quote

