



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

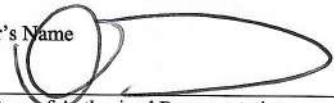
ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, N.E., 9th Floor
Washington, DC 20002

CONTRACT NO: GAGA-2023-T-0286 **SOLICITATION NO:** N/A
PROGRAM OFFICE: Office of the Data Systems and Strategy, Data and Technology's (ODT) Information Technology (IT)
CAPTION: MacArthur School Audio-Visual Equipment and Installation Services
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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:

<p>CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Contractor's Name _____</p> <p>BY:  _____ Signature of Authorized Representative</p> <p>Print Name: <u>Dale Dykes President</u></p> <p>Title _____</p> <p>Date: <u>7/21/23</u></p> <p>Mailing Address of the Contractor <u>343-Cedar Street NW Washington DC</u> <u>20012</u></p> <p>Telephone No. _____ Facsimile No. _____</p>	<p>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</p> <p><u>Brenda Allen</u> Contracting Officer</p> <p><u>Brenda Allen</u> <u>7/25/2023</u> Type or Print Name Date</p> <p>The information contained in the box below is for District of Columbia Public Schools use only, and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p>PERIOD OF CONTRACT: Date of Award thru April 25, 2024</p> <p>CONTRACT AMOUNT: \$163,114.05</p>
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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Public Schools, Office of Contracting and Acquisitions, on behalf of the Office of Data and Technology’s (ODT)S) is seeking a contractor to provide the necessary Audio-Visual equipment and installation services for Theater Room and Gymnasium new site new MacArthur School

B.2 The District contemplates the award of task order in accordance with 27 DCMR 2401.4.

B.3 This is a Firm Fixed Price Contract.

B.4 PRICE/COST SCHEDULE

Theater Room and Gymnasium

Contract Line Item No. (CLIN)	Item	Description	Qty	Cost	Maximum Total Price
0001	TSW770 - B	7-inch black wall mounted touch screen	2	\$3,394.29	\$6,788.58
0002	CP4N	4-Series Control System	1	\$4,590.01	\$4,590.01
0003	DM-MD8X1	DIGITAL SWITCHER (8X1)	1	\$1,707.78	\$1,707.78
0004	DM-RMC-4KZ-1	DigitalMedia HDR Receiver & Room Controller 100	1	\$1,760.00	\$1,760.00
0005	CDI DriveCore 2	2x600-Watt Power Amplifier	2	\$2,210.00	\$4,420.00
0006	CSMA 280	80W 8-channel Mixer-Amplifier	1	\$1,230.00	\$1,230.00
0007	BLX1288CVL	Shure BLX1288/CVL Dual-Channel Combo Wireless System (J10: 584 - 608 MHz)	2	\$949.00	\$1,898.00
0008	MIDAXSXR35	Mid Atlantic 35 space 20" rotating AX-S	1	\$1,078.00	\$1,078.00
0009	ZLX-15	Electro-Voice 15-inch Passive Speaker	4	\$880.00	\$3,520.00
0010	Misc	Speaker mounting equipment	4	\$130.00	\$520.00
0011	Wire Materials	Rack cabling	1	\$1,160.00	\$1,160.00
0012	Qu-32C	38-In/28-Out Digital Mixing Console	1	\$4,999.00	\$4,999.00
0013	SNK24450V2	On-Stage SNK24450V2 50' Stage Snake (24x4)	1	\$1,680.00	\$1,680.00

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0014	V11HA96020	PowerLite L770U 3LCD Laser Projector with 4K Enhancement /w lens	1	\$5,230.00	\$5,230.00
0015	54104-010	NEO Compact 10 Console	1	\$7,080.00	\$7,080.00
0016	Strand Lighting	Theater Light Spots	20	\$700.00	\$14,000.00
0017	Wire Materials	DMX connections	24	\$70.00	\$1,680.00
0018	EWR-16-22	Middle-Atlantic Wall-Mounted Rack	1	\$740.00	\$740.00
0019	CDI Drive Core 2	2x600-Watt Power Amplifier	1	\$2,366.65	\$2,366.65
0020	CSMA 280	80W 8-channel Mixer-Amplifier	1	\$1,318.43	\$1,318.43
0021	BLX1288CVL	Shure BLX1288/CVL Dual-Channel Combo Wireless System (J10: 584 - 608 MHz)	2	\$669.78	\$1,339.56
0022	ZLX-15	Electro-Voice 15-inch Passive Speaker	2	\$997.34	\$1,994.68
0023	BB-2153	Single-Sided Basketball Scoreboard	2	\$12,566.40	\$25,132.80
0024	Daktronics	Wireless controller	1	\$890.00	\$890.00
0025	V11HA96020	PowerLite L770U 3LCD Laser Projector with 4K Enhancement	1	\$5,495.56	\$5,495.56
0026	116343U	Draper 193 Diag XL Targa electric screen	1	\$4,920.00	\$4,920.00
0027	Misc	Projector pole mount	1	\$675.00	\$675.00
0028	Installation	THEATER System Installation - Demo old equipment- Structured wiring for new AV equipment and Lighting - Rack AV equipment installation and configuration - Projector Mounting - AV Sound programming- Lighting programming- System documentation, testing, and training		\$29,500.00	\$29,500.00

0029	Installation	GYM System Installation- Demo old equipment- Structured wiring for new AV equipment and scoreboard	1	\$25,400.00	\$25,400.00
		Rack AV equipment installation and configuration -Projection and Screen Mounting- Avsound programming- Scrorboard programming- System documentation testing and training			
Grand Total					\$163,114.05

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B.5 SPECIAL PROVISIONS RELATED TO NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

B.5.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 4.5.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.5.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.5.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public Schools, Office of Contracting and Acquisitions, on behalf of the Office of Data and Technology’s (ODT) is seeking a contractor to provide the necessary Audio-Visual equipment and installation services for Theater Room and Gymnasium new site new MacArthur School.

C.2 APPLICABLE DOCUMENTS

[RESERVED]

C.3 DEFINITIONS

Not Applicable.

C.4 BACKGROUND

Not Applicable.

C.5 REQUIREMENTS

The Contractor shall provide the following components/specifications below:

C.5.1. Theater Room

- a. Uninstall and remove old and existing equipment.
- b. Structured wiring for new AV equipment and Lighting.
- c. Rack AV equipment installation and configuration.
- d. Sound room AV equipment installation and configuration.
- e. Securely Mount the projector.
- f. Set up AV sound programming and provide related user manual documentation.
- g. Set up necessary Lighting programming and provide user manual documentation.
- h. Provide System documentation.
- i. Perform AV and light testing.
- j. Provide user training.

C.5.2 Gymnasium system installation

- a. Uninstall and remove old and existing equipment.
- b. Structured wiring for new AV equipment and scoreboard
- c. Rack AV equipment installation and configuration
- d. Securely mount the Projector and Screen
- e. Set up AV sound programming and provide related user manual documentation.
- f. Set up necessary Scoreboard programming and provide related user manual documentation.
- g. Provide System documentation,

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- h. Perform AV and light testing,
- i. Provide user training.

C.5.3 Site Condition Management

- a. The vendor will leave all space clear of construction materials and debris upon departure, including packing materials.
- b. The vendor’s technician shall be responsible for the disposal of all packing materials and will remove them from the DCPS building. Dumpsters on campus may be used to dispose of debris and packaging materials.
- c. Standards of good cable management will be adhered to, including bundling and marking all cables.

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SECTION D: PACKAGING AND MARKING

D.1 [RESERVED]

SECTION E: INSPECTION AND ACCEPTANCE

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

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period from the date of award to April 25, 2024, as specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of zero (0) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the District will give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

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

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

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:

CLIN	Deliverable	Format/Method of Delivery	Due Date
0001-00014	Theater. A signed electronic copy of the work order report upon completion of the job	Emailed to Contract Administrator or Program Manager	Upon completion of service. Weekly reporting.
00015-00017	Lighting. A signed electronic copy of the work order report upon completion of the job	Emailed to Contract Administrator or Program Manager	Upon completion of service. Weekly reporting.
00018-00029	Gymnasium. A signed electronic copy of the work order report upon completion of the job	Emailed to Contract Administrator or Program Manager	Upon completion of service. Weekly reporting.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5, which is required by the 51% District Residents New Hires Requirements and First Source

Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. <https://vendorportal.dc.gov>.

G.2.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor’s profile.

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, 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

The District of Columbia Public Schools Office of Contracting and Acquisitions will pay the Contractor after:

- a. Presentation of a properly executed invoice and verification of services are received.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

LaVeta Hilton
Contracting Officer
District of Columbia Public Schools
Office of Contracting and Acquisitions
1200 First Street, NE – 9th Floor
Washington, DC 20002
Telephone: (202) 442-5136
E-mail address: laveta.hilton@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACT ADMINISTRATOR (CA)

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

Prashish Shrestha
Director, IT Infrastructure
District of Columbia Public Schools (DCPS)
Office of Data Systems and Strategy
1200 First Street, NW – 9th Floor
Washington, DC 20002
Telephone (202) 907-7794
prashish.shrestha@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.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS



H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE

Reserve.

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 an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on

the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act within ten 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

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

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin the performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

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

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

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

- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once, within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 FAIR CRIMINAL RECORD SCREENING**
- H.9.1** 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.9.2** 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.9.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.9.4** 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.9.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

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

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

H.9.6 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.10 DISTRICT RESPONSIBILITIES

H.11.1 District of Columbia Public Schools will be responsible for placing and confirming orders for delivery.

H.11.2 District of Columbia Public Schools will ensure that products are received in a safe manner and conform to specifications as provided in this Contract.

H.11 CONTRACTOR RESPONSIBILITIES

H.12.1 See Scope of Work, Section C, and Deliverables.

H.12.2 Contractor shall deliver products that conform to all specifications provided in this Contract.

H.12.3 Contractor shall notify DCPS of any products recalls immediately upon discovery.

H.12.4 Contractor shall deliver products to only authorized DCPS personnel.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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



I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

1. “**Products**” - A deliverable under any contract that may include commodities, services, and/or technology furnished by or through the Contractor, including existing and custom Products, such as but not limited to, a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

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. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow



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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS



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

I.8 INSURANCE

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

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent 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 \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with 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. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with 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) Defense costs shall be in addition to and not erode the limits of liability
 - e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or it's equivalent)
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

The Worker's Compensation and Employer's Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of the 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, the 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 the 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 years after.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The Government of the District of Columbia, and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation that there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

C. **SUBCONTRACTOR INSURANCE REQUIREMENTS**

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insured required of the Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided 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 the 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. 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 ten days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to the following:

**The Government of the District of Columbia
And mailed to the attention of:**

LaVeta Hilton
Contracting Officer
District of Columbia Public Schools
Office of Contracting and Acquisitions
1200 First Street, NE – 9th Floor
Washington, DC 20002
Telephone: (202) 442-5136
E-mail address: laveta.hilton@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 IFB will contain the following clause:

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

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

14. Disputes

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

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

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

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(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.

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- (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 COST AND PRICING DATA

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination Revision No.:25, Date of Revision: 12/27/2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if the contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents”

END OF THE DOCUMENT.

~~brenda.allen@dc.gov~~ ★ ★ ★



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Need a Certificate of Clean Hands from the District of Columbia?

Visit MyTax.DC.gov

The process is now
SIMPLER. FASTER. SAFER.



Obtaining a Certificate of Clean Hands is as easy as 1 – 2 – 3!



1 Log in/or create a MyTax.DC.gov account
(non-login option available for non-DC filers)



2 Click "Request a Certificate of Clean Hands" to confirm or
complete required information



3 If in compliance, a Certificate of Clean Hands will be
generated instantly

You **WILL NOT** be issued a Certificate of Clean Hands if your business:

- Owes the Office of Tax and Revenue (OTR) or the Department of Employment Services (DOES) more than \$100.00 (combined)
- Has delinquent and/or missing tax returns
- Has not paid the liability in full or does not have an existing payment plan that is in good standing

Note: For new payment plans, the first payment must post and clear your financial institution, and all outstanding District of Columbia tax returns must be filed and posted to your account before a Certificate of Clean Hands can be generated.

For additional information, please contact OTR's Compliance Administration, Collections Division at (202) 724-5045 or email CleanHands.Cert@dc.gov.

For technical support, contact OTR's E-Services unit at (202) 759-1946 or email e-services.otr@dc.gov.