

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER RK258750	PAGES 1 of 40	
2. TASK ORDER AGREEMENT NO.  GAGA-2023-T-0358	3. Award/Effective Date	4. CONTRACT NUMBER  HISD Project Number 23-10	5. ESTIMATED START DATE  Date of Award	6. COMPLETION DATE  September 30, 2024		
7. PROGRAM OFFICE  Office of School Improvement Support	A. PROGRAM OFFICE CONTACT:  Alain Cantave		B. TELEPHONE (No Collect Calls)  (202) 719-6553	8. EMAIL:  <a href="mailto:Alain.cantave@k12.dc.gov">Alain.cantave@k12.dc.gov</a>		
9. ISSUED BY  District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002 (202) 442-5112 - FAX (202) 442-6501		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS <input type="checkbox"/> DCSS SIC: SIZE STANDARD: <input checked="" type="checkbox"/> Cooperative Agreement		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A  <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS  Net 30 days	
15. CONTRACTOR / OFFEROR  Education Elements 17177 N. Laurel Park Dr., Suite 233 Livonia, MI 48152 Tel: <del>483-832-3730</del> email: bizops@scholarus.com		16. PAYMENT WILL BE MADE BY  District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11th Floor. Washington, DC 20002				
17. DELIVER TO District of Columbia Public Schools Office of School Improvement and Support 1200 First Street, NE Washington, DC 20026 Phone: (202) 719-6553		18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE, Floor 9 Washington, DC 20002				
18A. CHECK IF THE REMITTANCE IS DIFFERENT AND PUT SUCH AN ADDRESS IN THE OFFER <input type="checkbox"/>			18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See the Pricing Table with CLINS in Section B.					
25. ACCOUNTING AND APPROPRIATION DATA  Statement of Appropriated Authority/Purchase Order No. TBD			26. TOTAL AWARD (FOR GOVT. USE ONLY)  <b>\$180,429.00</b>			
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.			28. <input checked="" type="checkbox"/> THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF SUPPLIER / CONTRACTOR  <i>Charles Bonney</i>			30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>Brenda Allen</i>			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Charles Bonney CEO		29C. DATE SIGNED  10/24/2023	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Brenda Allen		30C. DATE SIGNED  10/27/2023	

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CMB

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

- B.1** The District of Columbia Public Schools (“DCPS”, “District”), Contracts and Acquisitions, on behalf of the Office of School Improvement and Supports (“OSIS”), enters into a contract with Education Elements (“Contractor”) an experienced contractor to provide a validated student perception survey instrument to assess teacher effectiveness for the purposes of educator evaluation. The contractor shall provide data collection, analysis, and reporting that includes survey administration, scoring, and reporting for up to 2,100 teachers across 25,000 students over two administration windows.
- B.1.1** The Task order is issued against Houston Independent School District Agreement (HISD) Project Number 23-10 for Research and Evaluations for contracted Expertise dated February 10, 2023, and in accordance with Education Elements Proposal dated October 16, 2023, incorporated into the contract, and attached hereto as Attachment J.8.
- B.2** The District contemplates the award of a Fixed Price Requirements contract in accordance with 27 DCMR Chapter 24.

### **B.3 REQUIREMENTS CONTRACT**

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

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

**B.3 PRICE SCHEDULE – REQUIREMENTS**

<b>Base and Option Years</b>	<b>Period of Performance</b>	<b>Amount</b>
Base Year	Date of Award – September 30, 2024	\$180,429.00
Option Year One	October 1, 2024 – September 30, 2025	\$185,842.00
Option Year Two	October 1, 2025 – September 30, 2026	\$191,417.00
Option Year Three	October 1, 2026 – September 30, 2027	\$197,159.00

**B.3.1 BASE YEAR (Date of Award through September 30, 2024)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0001	<p><b>Tripod Data Collection, Analysis and Reporting:</b></p> <ul style="list-style-type: none"> <li>Data collection, analysis and reporting that includes survey administration, scoring and reporting for up to 2,100 teachers across 25,000 students over two administration windows.</li> </ul>	<b>\$116,200.00</b>
0002	<p><b>Client Services and Support:</b></p> <ul style="list-style-type: none"> <li>Align project goals, timeline, and success criteria.</li> <li>Clarify the governance structure for the project.</li> <li>Align reporting and customization needs.</li> <li>Review the rostering process with the district team members who will be preparing these data.</li> <li>Prepare and share batches of login cards for the district team to distribute.</li> </ul> <p><b>For each administration of the survey:</b></p> <ul style="list-style-type: none"> <li>Set up and update the status dashboard based on DCPS requirements.</li> <li>Flag responses based on established business rules.</li> <li>Manage and facilitate data validation process, including data integrity checks and score validation.</li> </ul> <p><b>After the second administration of the survey:</b></p> <ul style="list-style-type: none"> <li>Perform data merge of student response files and create school reports.</li> <li>Perform database export.</li> </ul>	<b>\$49,500.00</b>
0003	<p><b>Customization:</b></p> <ul style="list-style-type: none"> <li>Customization of the data treatment model, data analytics before and after survey administration, and quality assurance processes, as applicable.</li> <li>Include a second, optional administration window as well as an optional second-class administration (within a single window).</li> </ul>	<b>\$14,729.00</b>
<b>Grand Total for B.3.1</b>		<b>\$180,429.00</b>

**B.3.2 OPTION YEAR ONE (October 1, 2024 through September 30, 2025)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
1001	<b>Tripod Data Collection, Analysis and Reporting:</b> <ul style="list-style-type: none"> <li>• Data collection, analysis and reporting that includes survey administration, scoring and reporting for up to 2,100 teachers across 25,000 students over two administration windows.</li> </ul>	<b>\$119,686.00</b>
1002	<b>Client Services and Support:</b> <ul style="list-style-type: none"> <li>• Align on project goals, timeline, and success criteria.</li> <li>• Clarify governance structure for the project.</li> <li>• Align on reporting and customization needs.</li> <li>• Review the rostering process with the district team members who will be preparing these data.</li> <li>• Prepare and share batches of login cards for the district team to distribute.</li> </ul> <b>For each administration of the survey:</b> <ul style="list-style-type: none"> <li>• Set up and update status dashboard based on DCPS requirements.</li> <li>• Flag responses based on established business rules.</li> <li>• Manage and facilitate data validation process, including data integrity checks and score validation.</li> </ul> <b>After the second administration of the survey:</b> <ul style="list-style-type: none"> <li>• Perform data merge of student response files and create school reports.</li> <li>• Perform database export.</li> </ul>	<b>\$50,985.00</b>
1003	<b>Customization:</b> <ul style="list-style-type: none"> <li>• Customization of the data treatment model, data analytics before and after survey administration, and quality assurance processes, as applicable.</li> <li>• Include a second, optional administration window as well as an optional second-class administration (within a single window).</li> </ul>	<b>\$15,171.00</b>
<b>Grand Total for B.3.2</b>		<b>\$185,842.00</b>

**B.3.3 OPTION YEAR TWO (October 1, 2025 through September 30, 2026)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
2001	<b>Tripod Data Collection, Analysis and Reporting:</b> <ul style="list-style-type: none"> <li>• Data collection, analysis and reporting that includes survey administration, scoring and reporting for up to 2,100 teachers across 25,000 students over two administration windows.</li> </ul>	<b>\$123,276.00</b>
2002	<b>Client Services and Support:</b> <ul style="list-style-type: none"> <li>• Align project goals, timeline, and success criteria.</li> <li>• Clarify the governance structure for the project.</li> <li>• Align reporting and customization needs.</li> <li>• Review the rostering process with the district team members who will be preparing these data.</li> <li>• Prepare and share batches of login cards for the district team to distribute.</li> </ul> <b>For each administration of the survey:</b> <ul style="list-style-type: none"> <li>• Set up and update status dashboard based on DCPS requirements.</li> <li>• Flag responses based on established business rules.</li> <li>• Manage and facilitate data validation process, including data integrity checks and score validation.</li> </ul> <b>After the second administration of the survey:</b> <ul style="list-style-type: none"> <li>• Perform data merge of student response files and create school reports.</li> <li>• Perform database export.</li> </ul>	<b>\$52,515.00</b>
2003	<b>Customization:</b> <ul style="list-style-type: none"> <li>• Customization of the data treatment model, data analytics before and after survey administration, and quality assurance processes, as applicable.</li> <li>• Include a second, optional administration window as well as an optional second-class administration (within a single window).</li> </ul>	<b>\$15,626.00</b>
<b>Grand Total for B.3.3</b>		<b>\$191,417.00</b>

**B.3.4 OPTION YEAR THREE (October 1, 2026 through September 30, 2027)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
3001	<b>Tripod Data Collection, Analysis and Reporting:</b> <ul style="list-style-type: none"> <li>• Data collection, analysis and reporting that includes survey administration, scoring and reporting for up to 2,100 teachers across 25,000 students over two administration windows.</li> </ul>	<b>\$126,974.00</b>
3002	<b>Client Services and Support:</b> <ul style="list-style-type: none"> <li>• Align project goals, timeline, and success criteria.</li> <li>• Clarify the governance structure for the project.</li> <li>• Align reporting and customization needs.</li> <li>• Review the rostering process with the district team members who will be preparing these data.</li> <li>• Prepare and share batches of login cards for the district team to distribute.</li> </ul> <b>For each administration of the survey:</b> <ul style="list-style-type: none"> <li>• Set up and update status dashboard based on DCPS requirements.</li> <li>• Flag responses based on established business rules.</li> <li>• Manage and facilitate data validation process, including data integrity checks and score validation.</li> </ul> <b>After the second administration of the survey:</b> <ul style="list-style-type: none"> <li>• Perform data merge of student response files and create school reports.</li> <li>• Perform database export.</li> </ul>	<b>\$54,090.00</b>
3003	<b>Customization:</b> <ul style="list-style-type: none"> <li>• Customization of the data treatment model, data analytics before and after survey administration, and quality assurance processes, as applicable.</li> <li>• Include a second, optional administration window as well as an optional second-class administration (within a single window).</li> </ul>	<b>\$16,095.00</b>
<b>Grand Total for B.3.4</b>		<b>\$197,159.00</b>

**B.3.5** DCPS may elect to purchase additional goods and services from the contractor to customize the survey to meet DCPS specific needs. The costs of customization shall not exceed the price listed in the contract.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

- C.1.1** The District of Columbia Public Schools(DCPS) Office of School Improvement and Supports seeks an experienced contractor to provide a validated student perception survey instrument to assess teacher effectiveness for the purposes of educator evaluation. Approximately 25,000 students will take the survey each year; approximately 2,100 teachers will receive a survey score as a component of their evaluation. The survey will be administered once for all teachers, with options for a second, optional, annual administration and an optional second-class administration within a single administration window.
- C.1.2** DCPS requires the contractor to provide the student perception surveys of instructional practice for educators in DCPS schools and produce a score for each individual teacher for whom the survey is administered. This score shall be normed in order to control the student, classroom, and/or school-level factors.
- C.1.3** The Contractor shall provide overall management, staff, and technical assistance for the services outlined in this statement of work. DCPS will provide oversight of these goods and services, and the Contractor shall provide and perform all goods and services as identified in accordance with appropriate government regulations, industry standards, and those designated in this contract.
- C.1.4** Annually, DCPS and OSIS identify strategic goals to address. The Contractor shall support DCPS' current strategic plan and goals.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	IMPACT – DCPS Effectiveness Assessment System for School-Based Personnel	IMPACT Guidebooks - <a href="https://dcps.dc.gov/node/1555766">https://dcps.dc.gov/node/1555766</a>	Current
2	DCPS Assessment Calendar	Assessment Calendars - <a href="http://dcps.dc.gov/page/dcps-calendars">http://dcps.dc.gov/page/dcps-calendars</a>	SY23-24
3	Family Educational Rights and Privacy Act	FERPA (20 U.S.C. § 1232g; 34 CFR Part 99)	Current

### **C.3 DEFINITIONS**

These terms, when used in the contract, have the following meanings:

- C.3.1 IMPACT Effectiveness Assessment System for School-Based Personnel (IMPACT):** IMPACT is DCPS's system for assessing and rewarding the performance of teachers and other school-based staff. Student Surveys of Practice have been a component of IMPACT since the 2016-17 school year.
- C.3.2 Survey Course Confirmation:** Links will be determined by DCPS based on survey course confirmation data showing which students are assigned to which course sections, teachers, and schools.
- C.3.3 Control Variables:** Control variables, for the purposes of this contract, include student characteristics and classroom characteristics. Student characteristics include but are not necessarily limited to, grade, poverty level estimates, special education status, prior achievement, and gender identity. Classroom characteristics include, but are not necessarily limited to, class size and subject area.
- C.3.4 Experienced Contractor:** DCPS seeks a Contractor having a minimum of five years of experience providing student perception survey measures in an urban school district or state-wide setting. The Contractor shall demonstrate their experience as related to the above and have no fewer than 250,000 student surveys administered each year.
- C.3.5 Survey Score:** DCPS seeks a Contractor who can convert student survey feedback into a discrete score that can be used to evaluate teacher effectiveness.

### **C.4 BACKGROUND**

- C.4.1** DCPS' performance evaluation system, IMPACT, was first implemented in 2009. In early 2016, the District announced a number of changes for the 2016-2017 school year, including the addition of a student survey metric. Student Surveys of Practice have been administered since 2016-17 using Tripod Education Partner's Student Perception Survey (with a brief hiatus in 2020-21 due to Covid-19). The survey is administered to all general education teachers in grades 3+ once a year. A second survey administration is provided for teachers who opt-in to a second administration or who are unable to meet participation requirements in the first survey administration.

### **C.5 REQUIREMENTS**

The contractor shall provide Student Survey Administration, Data Management, and Research as follows:

#### **C.5.1 Student Survey Administration**

The Contractor shall provide a secure online-based survey administration platform. The Contractor shall undertake the following for DCPS:

1. The survey platform shall include options for written and audio translation in multiple languages, including but not limited to English, Spanish, French, Mandarin, Vietnamese, and Amharic.



2. Provide a full list of survey items across all survey levels, including demographic and research questions.
3. Provide a document detailing the student response option for each item on the survey.
4. Provide technical documentation that details the scoring methodology.
5. Provide standard training materials for students and teachers to use the platform.
6. Provide within-window technical support to DCPS via helpline or email.

### **C.5.2 Data Management Systems and Confidentiality**

The Contractor shall provide a student perception survey and data management systems that ensure the confidentiality, accuracy, and security of the data that is held by the Contractor. In addition to adhering to the Family Education Rights and Privacy Act (FERPA) and all confidentiality agreements, the Contractor shall provide evidence of the highest data security. All data shall be stored in secure databases and shared using a secure transfer through online folders accessible only to the Contractor and DCPS IMPACT Team members. At no time are files with student or teacher information to be shared via email or other non-secure methods.

#### **a. These data shall include:**

1. Teacher records including, but not limited to, unique teacher identifier, school code, information about courses, and students for which a teacher is a teacher of record.
2. Student records including unique student identifier, grade level, school, teacher of record, course codes, and demographic variables including but not limited to poverty indicators, disability and English language learner status, prior achievement, etc. It is expected that new information may become relevant over the life of this contract.
3. Other data needs as recommended by the Contractor based on experience, best practices, and analysis.

#### **b. The Contractor shall manage the following technical aspects of the data system:**

1. The merging of all data files, including unique identifiers of students, teachers, principals, courses, and schools.
2. Integration of these data with an online-based survey administration platform.
3. Real-time data collection that shall allow DCPS to track student responses as they are registered in the online-based survey administration platform. This information will be used by DCPS to monitor survey completion and communicate progress to schools.
4. Production of reports in a format agreed upon by DCPS that includes all data points generated by the survey administration and Personally Identifiable Information (PII) of teachers and students such that DCPS may verify which students surveyed for a given teacher and/or course.

### **C.5.3 Student Survey Results Delivery**

The Contractor shall undertake the following for DCPS:

1. The Contractor shall use the student survey administration window timelines provided by DCPS to inform production timelines. The Contractor shall demonstrate that they have the capacity to launch the student survey administration window in Fall 2023 and deliver data no later than four weeks after the close of the administration window. The initial phase of the contract shall also include tests to ensure the Contractor can communicate student survey outcomes in a timely manner such that data can be used 1) to inform instruction within the year of administration and 2) in the annual IMPACT educator evaluation system, the results of which are reported out to staff no later than June of a given school year.
2. The Contractor shall provide data at various levels of aggregation, including the student, teacher, school, and district levels.
3. The Contractor shall provide a summative survey score for each teacher who participates and meets the minimum participation threshold.
4. The Contractor shall provide a summative report for each school that participates and meets the minimum participation threshold.
5. The Contractor shall provide DCPS with reports that include both statistically adjusted and unadjusted data, as needed and applicable. Raw response files shall be shared (in an Excel .CSV format) that provide unadjusted student responses for each item answered. These files shall include course ID, teacher ID, student ID, student responses for each item, date surveyed, time surveyed, duration of survey, and IP address. A codebook shall be provided that includes definitions for each field.

### **C.5.4 Model Recommendations**

The Contractor shall recommend an appropriate, research-based data treatment, such as an established regression model, that allows the District to control variables that affect survey outcomes. Additional adjustments to the model may occur after consultation with the contractor, as needed.

**C.5.4.1** The proposed data treatment shall be based on student and classroom demographic data that prior research indicates generate statistically significant construct irrelevant variance. The proposed weighting of controls shall be based upon the amount of variance generated by the student or classroom characteristic(s), as demonstrated by research.

**C.5.4.2** The Contractor must base the justification for this model on a robust national data set with, ideally, no fewer than 250,000,000 annual data points, a significant portion of which must be from districts similar to DCPS (25,000+ students; large urban school district).

**C.5.4.3** In addition, the Contractor must meet the following requirements:

- a. The Contractor shall make model recommendations based on expertise from at least five years of experience across at least three other large urban districts.

Model recommendations must be informed by previous experience with districts that use survey data for educator evaluation.

- b. The Contractor shall provide recommendations for data treatment decisions in written form. In addition, the Contractor shall keep documentation of relevant weekly meeting notes, business rules, and business rule adjustments, as well as documentation of all treatments to survey data. These shall be shared with DCPS through the secure site.
- c. The Contractor shall describe the ability to conduct additional research and/or customize the data treatment as requested by the District. The contract must indicate within the budget a rate for additional research and/or data modeling after the first delivery of final survey data for 2023-2024.
- d. The Contractor shall provide model recommendations that norm against the national and local data sets.

### **C.5.5 Project Management**

**C.5.5.1 Personnel** – The Contractor shall identify project management personnel and contacts for support with all development, statistical, technical, and implementation project requirements. The Contractor shall demonstrate the existing capacity to complete the research, recommendation, and initial implementation phases of the project by a date no later than November 10, 2023.

**C.5.5.2 Schedule Management** – The Contractor shall be responsible for the following items:

- a. Identifying a project timeline and key project deliverables that allow for the Contractor to meet the District's timeline for 1) a late November 2023 - January 2024 administration window, 2) data and score delivery no later than four weeks after the close of the survey administration window, 3) educator use of data to inform instruction within the year of administration, and 4) use in annual IMPACT evaluations. The timeline must include parameters for contingency plans that maintain the Contractor's ability to meet the timeframe.
- b. Coordinating scheduled meetings with DCPS on a weekly or bi-weekly basis, depending on the stage of the project. The meetings shall include an agenda produced by the Contractor, key timeline reminders, meeting notes, and any other substantive updates. The Contractor must also be available for troubleshooting support leading up to and during the survey administration window.
- c. Submit timely billing to DCPS and manage invoice(s) processing per DCPS guidelines – see section G.2 Invoice Submittal.

### **C.5.6 Results for the Evaluation System**

**C.5.6.1 Final Student Survey Score Delivery Plan** – The Contractor shall describe the work steps to completion of the project for a contract year upon award of the contract and final data file delivery within four weeks of the survey window closing in 2024. The Contractor may assume that roster confirmation data is available sufficiently in advance of the survey administration such that these files may be prepared for use in the survey platform.

**C.5.6.2 Delivery of Supporting Documentation** – The Contractor shall deliver supporting documentation of any quality assurance check (see section C.5.6.4) outcomes such as teachers for whom a score could not be generated and students whose surveys are invalidated. For example, the Contractor shall provide DCPS a list of teachers for whom student survey results could not be produced and an itemized reason for the exclusion (e.g., insufficient size of student sample). The Contractor shall also report any noted anomalies in roster verification data provided by DCPS (e.g., a single teacher listed as teacher of record for 15 courses). Information regarding any data integrity flags will be shared with DCPS within ten (10) business days of their discovery.

**C.5.6.3 Delivery of Translation Tables** – The Contractor shall deliver translation tables for student survey scores, as needed. The Contractor shall provide a recommended translation table that defines how each measure of effectiveness translates to the IMPACT scale. The translation table will be developed in partnership with DCPS and reflect the District’s needs and values.

**C.5.6.4 Quality Assurance Checks** – The Contractor shall provide quality assurance checks of the roster confirmation data and student survey results.

- a. The Contractor shall administer the student survey and gather survey data through a secure online platform.
- b. The Contractor shall recommend appropriate methods, using agreed-upon criteria, for conducting quality assurance checks and shall establish clear procedures for documenting and tracking quality assurance outcomes to DCPS.
- c. The Contractor shall identify multiple methods for assuring the accuracy of student survey results and invalidating surveys, as applicable and appropriate (e.g., statistical outliers, insufficient time spent taking the survey, surveys conducted outside of the school day, within-class surveys completed sequentially instead of concurrently, and responses recorded outside of the DC region).
- d. The Contractor shall identify methods for assuring the accuracy of teacher survey scores (e.g., flagging to DCPS teachers for whom all students provide the same responses).
- e. Quality assurance checks shall be completed in a timely fashion, as agreed upon by the Contractor and DCPS in the research phase of the project.

### **C.5.7 Public Documentation**

**C.5.7.1 Production of Training and Resources** – The Contractor shall produce, under DCPS direction, deliverables, such as training materials for appropriate audiences, an explanatory presentation for the data treatment model, and sample communications that are tailored to the needs of various stakeholders, including educators, parents, and the public.

**C.5.7.2 Production of Technical Report** – The Contractor shall provide a Technical Report to DCPS, which outlines the statistical methods used in student survey score production. This report shall include details of the data treatment, quality assurance checks, processes for matching teachers, students, and courses within the survey platform, etc. The specific contents of the technical report will be agreed upon by the Contractor and DCPS in year one of the project.

**C.5.7.3 Professional Reputation**—The Contractor shall have a significant presence in the national marketplace such that educators may easily access information about the Contractor, including the research staff supporting the survey instrument and other district clients.

## **SECTION D: PACKAGING AND MARKING**

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

## **SECTION E: INSPECTION AND ACCEPTANCE**

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

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

### **F.1 TERM OF CONTRACT**

The term of the contract shall be from the date of award to September 30, 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 three one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the District will give the Contractor preliminary written notice of its intent to extend at least 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 shall be as specified in Section B of the contract.

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

**F.3 DELIVERABLES**

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

<b>CLIN No.</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/ Method of Delivery</b>	<b>Due Date</b>
C.5.1	Student survey administration via secure online platform for approximately 25,000 students and 2,100 teachers	1 student survey administration	Online student survey administration	November 2023
C.5.2	Data management services and technical assistance	TBD	TBD	Ongoing throughout contract
C.5.3	Student survey results delivery	1 data file	Excel csv file (format to be agreed upon by Contractor and DCPS)	Within 6 weeks of survey window close
C.5.4	Model recommendations	1 or more	Memoranda	November 2023
C.5.5	Project timeline and meeting/deliverables schedule	1 and additional iterations, as needed	Excel csv file (format to be agreed upon by Contractor and DCPS)	November 2023
C.5.5.2	Meeting notes	1	Word or PDF	Bi-weekly
C.5.6.2	Supporting documentation	2	Word or Excel	1 before administration window (roster confirmation) 1 after administration windows (survey results)
C.5.6.3	Translation tables	1	Word or Excel	February 2024
C.5.7.1	Training resources	TBD	PowerPoint, PDF	November 2023-February 2024
C.5.7.2	Technical report	1	PDF	February 2024

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

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

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

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

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

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

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, 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 30<sup>th</sup> 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 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 ACT**

### **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 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before 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 the 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 ten 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 amount of 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 after:
  - G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;
  - G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.1.2.3** 15<sup>th</sup> 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 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 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 nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> 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.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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

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

**Brenda Allen**  
**Contracts and Acquisitions Division**  
**District of Columbia Public Schools**  
**Office of Fiscal Strategy**  
**1200 First Street, NE, 9<sup>th</sup> Floor, Washington, DC 20002**  
**E-mail: [Brenda.Allen2@k12.dc.gov](mailto:Brenda.Allen2@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 is:

**Alain Cantave**  
**Director, IMPACT Operations**  
**Office of School Improvement and Supports**  
**District of Columbia Public Schools**  
**1200 First Street, NE**  
**Washington, DC 20002**  
**Telephone: 202-719-6553**  
**Email: [impact.dcps@k12.dc.gov](mailto:impact.dcps@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.

## **G.10 ORDERING CLAUSE**

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 27, dated June 30, 2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be

bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods, and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

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

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

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act within 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 – NOT APPLICABLE**

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

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

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

**H.6 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 in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, shall perform at least 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 proposal preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

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

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

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

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

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

#### **H.11 DISTRICT RESPONSIBILITIES**

DCPS will evaluate the Contractor's performance and compliance with the contract in accordance with the established performance evaluation form.

#### **H.12 CONTRACTOR RESPONSIBILITIES**

[See Section C]

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

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

- (a) Contractor staff accessing DCPS locations;**
- (b) Contractor staff with direct contact with DCPS students**

**H.13.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- (a) N/A, as no Contractor staff via this contract is authorized to transport students**

**H.13.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.13.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a



compensated position or a volunteer position.

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

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgment stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgment stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

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

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

- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

**H.13.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

**H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

**H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

**H.13.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

**H.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

**H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal

background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.13.1 and H.13.2.

**H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

**H.13.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

**H.13.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

**H.13.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP, go to <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 Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

### **A. Definitions**

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

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

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

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, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title, and interest in Custom

Product(s), whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor.

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

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

### **D. Subcontractor Rights**

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

### **E. Source Code Escrow**

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

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

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

### **F. Indemnification and Limitation of Liability**

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO, giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-/ VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor. General liability, commercial auto, workers' compensation, and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 1185 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

#### B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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).

DCPS should collect, review for accuracy, and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2, and 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well and credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it



carries \$1,000,000 per occurrence limits of \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical. abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review. **(APPLICABLE IF CONDUCTED ON-SITE IN A DISTRICT SCHOOL WHILE CHILDREN ARE PRESENT)**

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or insurance maintained by the District, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- C. **PRIMARY AND NONCONTRIBUTORY INSURANCE**  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.
  - D. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.
  - E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
  - F. **CONTRACTOR'S PROPERTY.** 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 District of Columbia.
  - G. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
  - H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given 30 days prior written notice in the event of coverage and/or limit changes or if the

policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**Brenda Allen  
Contracting Officer  
Contracts and Acquisitions Division  
District of Columbia Public Schools  
Office of Fiscal Strategy  
1200 First Street, NE - 9th Floor  
Washington, DC 20002  
E-Mail: [brenda.allen2@kl2.dc.gov](mailto:brenda.allen2@kl2.dc.gov)**

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

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party that presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

The contract awarded 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. Negotiated Contract for goods and services (pages 1-40)
3. Standard Contract Provisions for use with District of Columbia Supplies and Services Contract dated July 2010
4. Contract attachments other than the Standard Contract Provisions
5. Contractor's Proposal dated October 16, 2023

## **I.11 DISPUTES**

Delete Article 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 Article 14, Disputes, in its place:

### **14. Disputes**

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

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

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.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

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.

The CO's written decision shall do the following:

- (v) Provide a description of the claim or dispute;
- (vi) Refer to the pertinent contract terms;

- (vii) State the factual areas of agreement and disagreement;
- (viii) 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;
- (ix) 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;
- (x) Indicate that the written document is the CO's final decision; and
- (xi) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (xii) Provide a description of the claim or dispute;
- (xiii) Refer to the pertinent contract terms;
- (xiv) State the factual areas of agreement and disagreement;
- (xv) 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;
- (xvi) 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;

- (xvii) Indicate that the written document is the CO's final decision;  
and
  - (xviii) 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**

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 a change causes an increase or decrease in the cost of performance of the contract or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional

work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract unless the CO:

- (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
- (2) Obtains a certification of funding to pay for the additional work;
- (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30 days after the Contractor submits a proper invoice and
- (4) Provide the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

- (1) Within five business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled to the additional work within ten days of receipt of payment from the District; and
- (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

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

#### **19. Non-Discrimination Clause:**

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(a) Pursuant to Mayor’s Order 85-85 (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11), and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual

orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to, the following:
  - (a) employment, upgrading, or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning 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 clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.14 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links, click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination Revision No. 27, dated 6/30/2023
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85, submitted.
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
J.7	Contractor's Proposal dated October 16, 2023
J.8	MSA – Tripod Standard Terms as amended
J.9	Houston Independent School District Agreement (HISD) Project Number 23-10 for Research and Evaluations for contracted Expertise dated February 10, 2023

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CMB