

<b>GOVERNMENT OF THE District of Columbia PUBLIC SCHOOLS</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER TBD	PAGES:-1 of 41	
2. TASK ORDER AGREEMENT NO. GAGA-20213-T-0426	3. Award/Effective Date October 01, 2023	4. CONTRACT NUMBER JBO-714-22-014	5. ESTIMATED START DATE : October 1, 2023	6. COMPLETION DATE September 30, 2024		
7. PROGRAM OFFICE CONTACT (COTR): Division of Specialized Instruction Office of Teaching and Learning	A. NAME GaBriana Dennis	B. TELEPHONE: (No Collect Calls) Phone: (202) 442-5339 Fax: (202)-654-6083		8. EMAIL: gabriana.dennis@k12.dc.gov		
9. ISSUED BY  District of Columbia Public Schools Office of Contracts and Acquisitions 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"/> GSA <input type="checkbox"/> COG <input checked="" type="checkbox"/> Cooperative Procurement: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS  Net 30 days	
15. CONTRACTOR/ OFFEROR Milestone Therapeutic Services, LLC. 1160 Varnum Street, NE Suite 315 Washington, DC 20017  15A DUNS CODE                      15B TAX ID NO. 13-1968872		16. PAYMENT WILL BE MADE BY District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11 <sup>th</sup> Floor Washington, DC 20002 (202) 442-5300				CODE
17. DELIVER TO District of Columbia Public Schools Office of Chief Operating Officer 1200 First Street, NE Washington, DC 20002		18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002				
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES FIVE (5) YEARS SUMMARY			22 UNIT	23 UNIT PRICE PER MONTH	24 AMOUNT
	See Pricing Table in Section 3 for CLINs, Section 41, attachments 13 and 14					
25. ACCOUNTING AND APPROPRIATION DATA:				26. TOTAL AWARD (FOR GOVT. USE ONLY)		
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. 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 CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED September 9, 2014, IS INCORPORATED BY REFERENCE.				28. <input type="checkbox"/> AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED  YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Attachment A. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR  <i>Alicia Nti</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>Brenda Allen</i>		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Alicia Nti		29C. DATE SIGNED  9/29/2023		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Brenda Allen		30C. DATE SIGNED  9/29/2023



**1. SERVICES/SUPPLIES REQUIRED:**

The District of Columbia Public Schools (DCPS), Contracts and Acquisitions Division, on behalf of the Division of Specialized Instruction (DSI) has a need to procure experienced licensed Contractor with the capacity to provide Speech Language Therapy services to students attending private, religious, or home school educational environments in the District of Columbia pursuant to Baltimore County Public School contract number JBO-714-22-014.

**2. CONTRACT NUMBER**

JBO-714-22-014

**3. TASK ORDER NUMBER**

GAGA-20213-T-0426

**4. TERM OF CONTRACT**

The period of performance shall be from October 1, 2023, to June 30, 2024.

**4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT**

DCPS 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 if DCPS gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit DCPS 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.

4.2 If DCPS exercises this option, the extended contract shall be considered to include this option provision and will be pursuant to the Baltimore County Public Schools Cooperative Agreement number and name.

4.3 The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed a maximum of four years.

**5. CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the DCPS only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen  
Contracting Officer  
District of Columbia Public Schools  
1200 First Street, NE, 9th floor.  
Washington, DC 20002  
Phone: 202-251-2780  
E-mail: [brenda.allen2@k12.dc.gov](mailto:brenda.allen2@k12.dc.gov)

**5.1** The CO is the only person authorized to approve changes to any of the requirements of this contract.

**5.2** 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.

**5.3** 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 with no adjustment.

**6. CONTRACT ADMINISTRATOR (CA)**

The CA is responsible for the technical administration of the contract and advises the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract, and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Darla Kimbrough  
District of Columbia Public Schools  
Office of Teaching and Learning  
Division of Specialized Instruction  
1200 First Street, NE  
Washington, DC 20002  
Phone: 202-442-5339  
Fax: 202-907-7438  
[darla.kimbrough@k12.dc.gov](mailto:darla.kimbrough@k12.dc.gov)

**6.1** It is understood and agreed that the CA should not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

**6.2** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, 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 DCPS, to take all corrective action necessitated by reason of the unauthorized changes.

**7. CONTRACT TYPE AND SCHEDULE:**

This is a Requirements Task Order with Fixed Unit Prices.

**7.1** The District will purchase its requirements for the goods 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.

- 7.2 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, in Section 30. 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.
- 7.3 Any order issued during the effective period of this contract/task order and not completed within that period shall be completed by the Contractor within the time specified in the task order. The task order shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to make any deliveries under this contract after September 30, 2024,-base year, or-the last executed Option Year Period of the contract/Task Order.
- 7.4 The total amount of this definitized contract is Not to Exceed \$113,190.00 for the Base Year and Not to Exceed \$113,190.00 for the life of the contract.

**ATTACHMENT B- Price Schedule**

**B.3.1 BASE PERIOD: October 01, 2023 – September 30, 2024**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
0001	Speech-Language Assessment and Intervention Services October 1, 2023-June 30, 2024	\$83.00	1,155 Hours (1 SLP for 165 days x 7 hours per day)		\$95,865.
0002	Speech-Language Assessment and Intervention Services August 19, 2024-September 30, 2024	82.50	210 Hours (1 SLP for 30 days x 7 hours per day)		\$17,325.
<b>Grand Total for 3.1</b>					<b>\$113,190.</b>

**B.3.2 OPTION ONE PERIOD: October 01, 2024 – September 30, 2025**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
1001	Speech-Language Assessment and Intervention Services October 1, 2024-June 30, 2025	\$83	1,148 Hours (1 SLP for 164 days x 7 hours per day)		\$95,284
1002	Speech-Language Assessment and Intervention Services August 18, 2025-September 30, 2025	\$82	217 Hours (1 SLP for 31 days x 7 hours per day)		\$17,794
<b>Grand Total for 3.2</b>					<b>\$113,078</b>

**B.3.3 OPTION TWO PERIOD: October 01, 2025 – September 30, 2026**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
2001	Speech-Language Assessment and Intervention Services October 1, 2025-June 30, 2026	\$85	1,148 Hours (1 SLP for 164 days x 7 hours per day)		\$97,580
<b>Grand Total for 3.3</b>					<b>\$97,580</b>

**B.3.4 OPTION THREE PERIOD: October 01, 2026 – September 30, 2027**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
3001	Speech-Language Assessment and Intervention Services October 1, 2026-June 30, 2027	\$87	1, 148 Hours (1 SLP for 164 days x 7 hours per day)		\$99,876
<b>Grand Total for 3.4</b>					<b>\$99,876</b>

### B.3.5 Contract Grand Total

Number	Period of Performance (POP)	Estimated Price
01	Total Base Period	\$113,190
02	Total Option Year One	\$113,078
03	Total Option Year Two	\$97,580
04	Total Option Year Three	\$99,876
<b>05</b>	<b>GRAND TOTAL – NOT TO EXCEED</b>	<b>\$423,724</b>

**B.3.6** The Contractor is required to subcontract 35% of this Task Order as required by Law. Please use this link for full detail: <https://dslbd.dc.gov/page/.general-information-about-agency-subcontracting-requirement-waiver-requests>.

**B.3.7** A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

### **B.3.8 PRICE SCHEDULE:**

**B.3.8.1** The hourly rate shall be inclusive of attendance The hourly rate shall be inclusive of attendance of IEP meetings, collaboration block meetings, Staff Development Meetings, Parent-Teacher Conferences, and school special education team meetings. Additionally, the Contractor shall attend upon request due process hearings and other proceedings related to the delivery of occupational therapy services for the assigned student(s).

**B.3.8.2** The hourly rate shall include the time spent on administrative and clerical matters (including, but not limited to, time spent on report writing, documentation, word processing, internal organization of files, papers, exhibits or other documents, creating billing document/records, and copying) and other activities related to ensuring DCPS compliance with federal and state regulations regarding the provision of special education services. **The Contractor shall provide assessment kits, intervention materials and technology equipment such as laptops or cellular phones to their staff.**

**B.3.8.3** The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified by the school administration or DCPS SLP Program Manager. DCPS does not allow flexing of the hours. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch.

**B.3.8.4** Holidays and school closures (including inclement weather) are not billable to DCPS.

**B.3.8.5** In completing the below schedule, the prospective offeror is estimating the loaded hourly rate and number of SLP staff. Prospective offerors are providing pricing data pursuant to the following: loaded hourly rate inclusive of indirect and direct cost, multiplied by estimated number hours for the

contract year, multiplied by estimated number of OT staff to provide at the time of the award of the contract.

#### **4. SECTION C: SPECIFICATIONS/WORK STATEMENT**

##### **4.1 SCOPE:**

- 4.1.1 The DCPS/DSI requires the services of a Speech-Language Pathology Contractor to provide direct (in-person) assessment, intervention, and consultation services in the areas of speech-language pathology to identified students, their teachers, and parents on an as needed basis. The
- 4.1.2 Speech-Language Pathology Assistants are not eligible under this contract.
- 4.1.3 The Contractor shall meet the following requirements:
  - 4.1.3.1 Minimum of five years as a business providing speech therapy in educational settings for students ages three to twenty-one.
  - 4.1.3.2 Previous experience and contractual agreements in urban school districts (not suburban or metropolitan areas).
  - 4.1.3.3 Provide three (3) letters of reference from the contract administrator from previous contracts with a similar staffing size to the Contractors proposed staffing size for this effort. One letter shall be from an urban school district.
- 4.1.4 The Contractor shall charge an hourly rate for performing school-based speech-language therapy services, consultation, assessments and intervention services for students with IEPs, 504 plans, and Multi-tiered systems of support (MTSS) services.
- 4.1.5 Previous experience and contractual agreements in urban school districts (not suburban or metropolitan areas).
- 4.1.6 The Contractor shall provide speech-language services for students in DCPS schools, Project Search Programs, Workforce Development Programs, Head Start Centers and in the Home Hospital Instruction Program.
- 4.1.7 Additionally, all contracted OT services delivered to DCPS students with an established Multi-tiered Systems of Support (MTSS) Plan, Individual Education Program (IEP) and Section 504 plan shall be provided in accordance to the standards specified in **Section C.5**. DCPS is committed to an educationally relevant model of general and special education and Section 504 plan service delivery that utilizes a multidisciplinary team approach to integrate therapies into the general/special educational environment.

## 4.2 APPLICABLE DOCUMENTS:

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

Item No.	Document Type	Title
1.	Federal Law	Individuals with Disabilities Act 2004 <a href="http://www.vesid.nysed.gov/s11ecialedfjdeal">http://www.vesid.nysed.gov/s11ecialedfjdeal</a>
2.	Federal Law	Americans with Disabilities Act 2008 <a href="http://www.access-board.gov/about/laws/lada-amendments.htm">http://www.access-board.gov/about/laws/lada-amendments.htm</a>
3.	District Law	District of Columbia Municipal Regulations <a href="http://www.dcregs.de.gov/Common/DCMRIRulelist.aspx?ChapterNum=S-E30">http://www.dcregs.de.gov/Common/DCMRIRulelist.aspx?ChapterNum=S-E30</a>
4.	Practice Guidance	SY 2023-2024 DCPS Speech-language Pathology Program Guidebook
5.	Practice Guidance	2017 Due Diligence Guidelines: Untimely Assessments and Missed Services
6.	DCPS Calendar	DCPS School Calendar <a href="https://dcps.dc.gov/page/dcps-calendars">https://dcps.dc.gov/page/dcps-calendars</a>

4.2.2 The documents, as set forth in Section 4.2.1, are subject to revision and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor shall be responsible for ensuring reference and compliance with the revisions and updates.

4.2.3 The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws and court orders related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause in Attachment J.1 "Standard Contract Provisions" as a result of compliance with future regulations, policies, and subsequent amendments, including but not limited to the following applicable documents.

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

## 4.3 DEFINITIONS:

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

4.3.1 "Day" - a calendar day unless otherwise indicated as a school day or a business day.

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

- 4.3.3 "Free, Appropriate Public Education" (FAPE) - special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an Individualized education program (IEP).
- 4.3.4 "Health Insurance Portability and Accountability Act" (HIPAA) - the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- 4.3.5 "Individuals with Disabilities Education Act" (IDEA) - The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

**Under IDEA 2004:**

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

- 4.3.6 "Individualized Education Plan" (IEP) - In the United States, an Individualized Education Plan, commonly referred to as an IEP, is mandated by the 'Individuals with Disabilities Education Act' (IDEA). An IEP is designed to meet the unique educational needs of one child who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. The IEP must be tailored to the individual student's needs as identified by the IEP evaluation process and must especially help teachers and related service staff (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.
  - 4.3.6.1 The IEP should describe how the student learns, how the student best demonstrates that learning, and what teachers and related service staff will do to help the student learn more effectively, simultaneously considering ability to access the general curriculum, considering how the disability affects the student's learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment possible for the students.
- 4.3.7 "Individualized Education Program" (IEP) – In the [United States](#), an Individualized Education Plan, commonly referred to as an IEP, is mandated by the '[Individuals with Disabilities Education Act](#)' (IDEA). In [Canada](#) and the [United Kingdom](#), an equivalent document is called an Individual Education Plan. An IEP is designed to meet the unique educational needs of one child who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases, the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

- 4.3.8 "Local Education Agency' (LEA) - the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.
- 4.3.9 "National Staff Identifier" - As a result of the Affordable Care Act, the Center for Medicare and Medicaid (CMS) issued a final rule (42CFR Parts 424 and 431) on April 12, 2012 requiring all staff of medical services to obtain a National Staff Identifier. The ID acts as a unique staff identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct Medicaid claiming, all staff rendering services on behalf of the District of Columbia Public Schools must have or obtain an ID.
- 4.3.10 "Office of the State Superintendent of Education" (OSSE)-State Education Agency for DCPS.
- 4.3.11 "Parent" - a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- 4.3.12 "Special Education" - shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially designed to meet the unique needs of a student with disabilities. Instruction is provided without charge but does not preclude incidental fees that are normally charged to students without disabilities or their parents as part of the regular education program
- 4.3.13 "State Education Agency" (SEA) - the State Education Agency is OSSE unless otherwise designated.
- 4.3.14 "Students with Disabilities" - students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional, or physical factors, or any combination of these. The students' ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.
- 4.3.15 "Special Education Data System (SEDS)" - The Special Education Data System (SEDS) is a comprehensive data system designed to support high quality, seamless service delivery for children with disabilities.
- 4.3.16 "Multi-Tiered Systems of Support" (MTSS) – A process of referring students to the school team of teachers and related service providers to review current difficulties or concerns in education, behavior, sensory, motor, communication, etc. to determine if pre-referral interventions are warranted. Tiered pre-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving MTSS services may or may not be special education.

4.3.17 “Section 504” – Section 504 is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.

#### **4.4 BACKGROUND:**

4.4.1 The District of Columbia Public Schools (DCPS), as the Local Education Agency (LEA), has a student population identified of 5,000 students with speech-language therapy needs ages 3 years old through 21 years old.

4.4.2 DCPS SLPs provide intervention services to students and training support to school staff and parents, as well as ensure effective and timely assessments and service delivery, support Related Services capacity, and ensure compliance on the part of the DSI.

4.4.3 DCPS is required by law, rules, and regulations to provide OT services to all students identified with the needs in their MTSS plans, IEPs, and 504 plans.

4.4.4 The MTSS and IEP team members include students, parents, related service providers, teachers, school administrators, and related community resources. The SLPs shall provide consultations, screenings, assessments, and intervention as a related service(s) and as indicated on students’ IEP, MTSS, or 504 plans.

4.4.5 Annually, DCPS, DSI, and the Speech-Language Pathology program identify strategic goals to address. The Contractor shall provide consultation and support DCPS’ current strategic plan and goals.

4.4.6 Certified Speech-Language Pathology Assistants (SLPAs) and are not eligible under this contract. SLP graduate students are not eligible under this contract.

#### **4.5 REQUIREMENTS:**

4.5.1 The Contractor shall ensure that its entire staff shall possess current licenses and Certifications required by DCPS, OSSE and the District of Columbia Department of Health (DOH).

4.5.1.1 The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.

4.5.1.2 The Contractor shall ensure each SLP holds a current DC DOH Board of Speech-Language Pathology license and OSSE Certification in Speech-Language Pathology. The Contractor shall submit the DC DOH license and receipt of the OSSE application to the DCPS Contract Administrator and DCPS SLP Program Manager three (3) business days prior to the Contractor’s staff start date.

- 4.5.2 The Contractor shall provide staff specialized in educational speech-language pathology services to meet DCPS' need. This should include strong knowledge base of evidence-based assessment and intervention in the areas of autism, early childhood, medically fragile and assistive technology implementation.
- 4.5.3 The Contractor's services shall adhere to the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
  - 4.5.3.1 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
  - 4.5.3.2 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Speech, Language, Hearing Association (ASHA standards governing the delivery of speech-language pathology and special education services.
- 4.5.4 The Contractor shall identify a clinical lead for this contract.
- 4.5.5 The Contractor's Clinical Lead shall serve as a liaison between the Contractor and DCPS' Contract Administrator on issues of compliance with the contract requirements and clinical issues with the Contractor staff.
- 4.5.6 The Contractor shall submit to DCPS all resumes and specialized training certificates of Contractor's staff and managed staff before they begin providing services to students.
- 4.5.7 The Contractor shall ensure that its entire staff shall possess current licenses and certifications required by DCPS, Office of the State Superintendent of Education (OSSE) and the District of Columbia Department of Health (DOH).
- 4.5.8 The Contractor shall submit licensures to the OCPS Contract Administrator before any staff services students under this contract.
- 4.5.9 The Contractor shall ensure each Speech-Language Pathologist holds a master's degree in communication sciences and Disorders/Speech-Language Pathology and holds ASHA Certification of Clinical Competence (CCC) or is eligible for the CCC.
- 4.5.10 The Contractor shall provide clinical fellow (CF) supervision of non-CCC staff.
- 4.5.11 The Contractor shall ensure all recommended staff undergo a DCPS interview with the DCPS discipline Program Manager. After the interview, the OCPS Contract Administrator will inform the Contractor if the proposed staff is approved or rejected.
- 4.5.12 The Contractor shall ensure each of its staff possesses a National Staff Identifier. The Contractor shall submit the NPI to the DCPS Contract Administrator five (5) days prior to the date the staff is to begin rendering services to the private, religious, or home school educational environment students.

- 4.5.13 The Contractor's staff and management staff shall undergo the screening and clearance process for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements.
- 4.5.14 The Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor.
- 4.5.15 The Contractor shall provide a copy of TB Infection clearance results within the last calendar year to the DCPS Contract Administrator before the staff/management staff starts servicing students. Testing that occurred one year ago or longer will not be accepted.
- 4.5.16 Upon contract award, the Contractor's Clinical Lead shall complete a one-hour training on DCPS, CIEP team, and ISP services. Attendance at the training is mandatory but not billable to DCPS.
- 4.5.17 Once the staff background and TB clearance is complete, the Contractor's staff providing services shall complete a three-hour Special Education Data System Training. Attendance at the training is mandatory but not billable to DCPS.
- 4.5.18 The Contractor shall deliver the services per the DCPS school year calendar.
- 4.5.19 Currently, there are 8,000 students who are eligible for special education services within the District of Columbia
- 4.5.19.1 Of those 8,000 students, there are 5,000 students eligible for Speech-Language Pathology Services under an Individualized Education Program (IEP)
- 4.5.19.2 Of the 77 ISPs, 44 students have been found eligible for speech therapy.
- 4.5.19.3 At any time, the number of students eligible for an IEP may fluctuate throughout the year.
- 4.5.20 The Contractor shall upload the original DCPS Make-Up Plan Form into SEDS using a miscellaneous cover sheet. The cover sheet shall be renamed entitled "Month Year, Discipline, Make-Up Plan" (i.e., November 2024 Speech-Language Pathology Make-Up Plan".
- 4.5.21 The Contractor shall provide a copy of the DCPS Make-Up Plan form with the Contractor's monthly invoice. The Contractor shall complete the DCPS Make-Up form correctly, and it's in its entirety to ensure payment of the make-up sessions.
- 4.5.22 The Contractor shall make up all missed sessions no later than June 12, 2024.
- 4.5.23 The Contractor shall be penalized by the hourly rate outlined in section 4.6 for each session not made up by 45 days prior to the end of each contract year (Base Year – September 30, 2024).

## **GENERAL PROCEDURES**

- 4.5.24 The Contractor's staff shall adhere to the DCPS Speech-Language Pathology Program Guidebook for time and attendance procedures. **Refer to Attachment Document J.8.**
- 4.5.24.1 The Contractor shall sign in and out of each assigned school daily in the RSP Attendance book.
- 4.5.24.2 The Contractor shall report to work from 8:00 am to 3:30 PM during the regular school. The regular school day is a seven hour billable workday. Lunch is not billable to the Contractor. Clinical supervision, oversight and clinical management completed by the Contractor are not billable to DCPS.
- 4.5.24.3 The Contractor shall follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, etc.) as outlined in the DCPS Speech-Language Pathology Program Guidebook and local school policies.
- 4.5.24.4 The Contractor shall adhere to the adjusted work hours during parent teacher conference days. This is a seven-hour billable day. Lunch is not billable to the Contractor.
- 4.5.24.5 The Contractor shall use a DC Government-provided email address for all DCPS related email correspondence.
- 4.5.24.6 Outside of IEP meetings and parent teacher conference days, Contractor shall consult, collaborate, and conference with teachers and parents on a monthly basis.
- 4.5.24.7 The Contractor shall participate, as required and approved, in educational planning meetings including, but are not limited to School Collaborative Block meetings, special education school team meetings, Section 504, Eligibility/IEP, MTSS and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.
- 4.5.24.8 The Contractor shall participate in school staff meetings held during the Contractor's tour of duty.
- 4.5.24.9 The Contractor shall be 100% compliant with Random Moment Time Study Responses (RMTS).

## **ASSESSMENTS**

- 4.5.25 The Contractor shall adhere to DCPS' Speech-Language Pathology Program Guidebook policies and procedures, which include but are not limited to the assessment format, required assessment components, service log documentation elements, etc. (Refer to attachment J.12).
- 4.5.25.1 The Contractor shall complete screenings and classroom observations as outlined in the DCPS Speech-Language Pathology Program Guidebook.
- 4.5.25.2 The Contractor must complete assigned assessments timely. Assessments are due within 45 days of parental consent.

- 4.5.24.3 The Contractor must complete, upload and close out assessments in SEDS in accordance with DCPS' guidelines within 45 days of parent consent.
- 4.5.25.4 If the assessment is ordered using an old consent date or old eligibility event, the assessment is due within 30 days of the order date or in alignment with the current DCPS IMPACT business rules for assessment timeliness.
- 4.5.25.5 DCPS may request the removal of Contractor staff that complete any assessments late.
- 4.5.25.6 For assessments with due dates that fall during holiday periods or school breaks, the Contractor shall develop a plan to ensure timely assessments prior to the initiation of holiday or break periods.
- 4.5.25.7 The Contractor shall alert approved DCPS staff (LEA Representative, School Administration, DCPS Contract Administrator, SLP Program Manager) in writing of any difficulties within SEDS or student/school in completing the assessment timely.
- 4.5.25.8 The Contractor shall adhere to DCPS Due Diligence: Untimely Assessment and Missed Services Guidance. **Refer to Attachment Document J.6.**

#### **INTERVENTION**

- 4.5.26 The Contractor shall provide an intervention schedule to the DCPS SLP Manager two (2) weeks after starting in DCPS, with the Principal's signature and that meets the requirements outlined in the DCPS Speech-Language Pathology Program Guidebook.
- 4.5.26.1 The Contractor shall provide an updated intervention schedule to the DCPS SLP Manager when there is a caseload change (addition/subtraction).
- 4.5.26.2 The Contractor shall, in the first two (2) weeks of school or beginning of assignment, provide an introductory letter to parents/guardians and upload a copy into each student's communication tracker in SEDS.
- 4.5.26.3 The Contractor shall, on a weekly basis, document a minimum of 95% of all delivered and attempted services in SEDS (known as service capture log in the SEDS) by the end of their tour of duty the following Monday (or the following school day if Monday is a holiday or closure).
- 4.5.26.4 The Contractor shall confirm the completion of the 95% documentation. Contractor shall not submit monthly invoice for staff until staff has documented a minimum of 95% of all delivered and attempted services in SEDS for the students in their assigned school and/or on their caseload.

4.5.26.5 The Contractor shall ensure service logs shall adhere to the content and format according to the DCPS Speech-Language Pathology Program Guidebook (**Refer to Attachment J.8**).

## **5 DCPS RESPONSIBILITIES AND TASKS**

- 5.1 DCPS Contract Administrator (CA) will be the DCPS SLP Program Manager.
- 5.2 DCPS SLP Program Manager will collaborate with the Contractor in determining best matches in assigning each therapist to student(s).
- 5.3 DCPS Program Manager will complete interview for proposed staff and coordinate clearance items and site entry for Contractor personnel.
- 5.4 DCPS will provide the Contractor with DCPS identification for admission to the educational environments to which the Contractor is assigned.
- 5.5 DCPS SLP Program Manager will provide k12.dc.gov email accounts. The Contractor shall require staff respond to DCPS emails or contract-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business (email and data management tools such as SEDS).
- 5.6 DCPS SLP Program Manager will also provide a directory of educational environments inclusive of addresses, email addresses and school telephone numbers. [see section 4.5.27]
- 5.7 DCPS SLP Program Manager will provide access to an itemized list of the individual students designated to receive services and the assigned educational environments via SEDS.
- 5.8 DCPS SLP Program Manager will evaluate the Contractor's performance and compliance with the contract according to the OCA evaluation form each quarter.
- 5.9 DCPS SLP Program Manager may disallow invoices that are not accompanied by the above requirements listed in C.5, and for staff that have not substantiated their current licensure status with written documentation; these invoices will not be paid until the issues in question are satisfactorily rectified.
- 5.10 DCPS SLP Program Manager shall monitor the Contractor's compliance with providing services, assessment timeliness, service documentation, service delivery, service tracker finalization, and professional development trainings.
- 5.11 DCPS SLP Program Manager shall review monthly invoices from Contractor.

## **6 ADDITIONAL CONTRACTOR RESPONSIBILITIES**

6.1 The Contractor shall provide documentation with invoices that:

- 6.1.1 Corroborate the date(s) and time(s) of service provided by speech-language pathologists.
  - 6.1.2 Verify arrival and departure times from schools assigned (pursuant to schedules provided) using a timesheet with DCPS school administrator printed name and signature.
  - 6.1.3 Confirm the names of the students with verification of services were logged in SEDS and service trackers finalized.
  - 6.1.4 Confirm 100% documentation for each student.
  - 6.1.5 Delivery of a minimum of 85% of services for each student by the last invoice.
- 6.2 The Contractor's staff shall:
- 6.2.1 Follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, mask mandates, etc.).
  - 6.2.2 Sign in and out on a specific attendance book at educational environments.
  - 6.2.3 Be subject to unannounced observations by DSI and DCPS SLP Program Manager.
  - 6.2.4 Disengage from use of cellphones or texting during school hours for unrelated DCPS activities/services and.
  - 6.2.5 Provide services to identified students and parents under this contract only.
- 6.3 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement, or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies."

## **7) Date of Order**

DCPS anticipates executing the Task Order for the Base Year in the amount Not to Exceed \$113,190.00 per the Contractor Proposal dated September 26, 2023, covering October 01, 2023, through September 30, 2024.

## **8) Contract**

This Task order is issued against the Baltimore County Public Schools (BCPS) Contract Number JBO-714-22-014 and the technical and price proposal September 26, 2023, which is incorporated as part of this Task Order.

## **9) PERIOD OF PERFORMANCE:**

- 9.1 The period of performance shall be from October 1, 2023, through September 30, 2024, for the Base year with Three (3) Option Year Periods to be exercised at the discretion of the DCPS only.
- 9.2 The District may extend the term of this contract for a period of Three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; if the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an

extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30 day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

9.3 If the District exercises this option, the extended contract shall be considered to include this option provision and will be pursuant to Milestone Therapeutic Services, LLC. Cooperative Agreement with the BCPS Contract Number JBO-714-22-014.

9.4 The price for the option periods shall be as specified in the proposal.

9.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed a maximum of Base Period and Three (3) years.

9.6 If the District chooses to exercise the option years, pricing shall consist of the rates as listed in Section 3, Specifically 3.1, Base Year through 3.4, Option Year Three, and in accordance with the Contractor's quote dated September 26, 2023.

9.7 The Contractor shall submit to the District, as deliverable, the report described in section 24 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor will not be paid pursuant to Section 24.

## 9.8 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:

Section Reference	Performance Standard	Acceptable Quality Level	Surveillance Method	Consequences
	The Contractor is responsible for ensuring all Contractors and sub-contractors undergoing the DCPS background check procedures and drug testing.	100%	Beginning of employment	The Contractor shall be prohibited from beginning employment until all background check procedures have been passed and cleared.
	The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	Ensure a fully qualified staff is provided for service delivery.	Quarterly Evaluation	The Contractor shall be notified of noncompliance which may include cure notice and contract reduction.
	The Contractor shall identify a clinical lead for this contract.		Quarterly Evaluation	The Contractor shall be prohibited from starting services until interviewed and approved by DCPS.
	The Contractor shall submit licensures to DCPS Contract Administrator before any staff services students under this contract.	100%	Beginning of employment.  Monthly review of certification for each staff with the Contractor's manager	The Contractor shall be prohibited from beginning employment until verification of licensures.
	The Contractor shall ensure all staff attend the mandatory DCPS trainings and SLP professional development meetings as determined by the Speech-Language Pathology Program Manager.	100%	Beginning of employment.  and training sign in sheets. Verify professional development sign in sheets	DCPS may request removal of staff for missing mandatory trainings. The Contractor shall be notified of noncompliance which may include cure notice, removal of provider and/or contract reduction.
	The Contractor shall ensure staff possess a National Provider	100%	Due five (5) business days prior to starting	For each staff without the required NPI, Contractor shall not

	Identifier (NPI) five days prior to starting in DCPS.		services as a Speech-Language Pathologist	invoice for hours for the staff.  The Contractor shall be notified of noncompliance which may include cure notice, removal of provider and/or contract reduction.
	Contractor's staff providing services shall complete a three hour Special Education Data System Training	100%	Beginning of the contract services.	The Contractor shall be notified of noncompliance which may include cure notice, removal of provider and/or contract reduction.
	The Contractor shall upload the original DCPS Make-Up Plan Form into SEDS.	100%	Weekly/Monthly	The Contractor shall be notified of noncompliance which may include cure notice, removal of provider and/or contract reduction.
	The Contractor shall draft the student's Present Level of Performance and IEP goals in advance of the scheduled IEP meeting	100% of the time	Weekly/Monthly review of SEDS documentation data	For each provider with documentation rates less than 100% for any student on caseload, the Contractor shall not invoice for hours for the staff until staff is compliant.
	The Contractor shall participate in the annual IEP meeting (one hour in length) for the students on their caseload via phone, virtually, or in-person at their assigned school location(s)	100% of the time	Annual	The Contractor shall be notified of noncompliance which may include cure notice.

**10) PACKING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, Section 41, *Attachment 1* as applicable.

**11) INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 and the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, Section 41, *Attachment 1 as applicable*.

**12) AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

12.1 The total duration of this contract, including the exercise of any options under this clause, shall not exceed a maximum of Four years plus the Base Year.

12.2 The CO is the only person authorized to approve changes in any of the requirements of this contract.

12.3 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.

12.4 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.

**13) INVOICE PAYMENT**

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

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

#### **14) INVOICE SUBMITTAL**

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

14.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section 13.

14.3 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.

The proper invoice shall contain below information:

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

- 14.3.2 Contract number and invoice number.
- 14.3.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- 14.3.4 Other supporting documentation or information, as required by the Contracting Officer.
- 14.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 14.3.6 Name, title, phone number of person(s) preparing the invoice;
- 14.3.7 Name, title, phone number and mailing address of person (if different from the person identified in 13.3.6 above) to be notified in the event of a defective invoice; and
- 14.3.8 Authorized signature.

#### **14.4 PAYMENT**

##### **14.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

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

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

##### **14.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

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

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

##### **14.4.3 PARTIAL PAYMENTS**

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

The amount due on the deliveries warrants it; or

- a) The Contractor requests it and the amount due on the deliveries is in accordance with the following:  
“Payment will be made on completion and acceptance of each item for which the price is stated in the proposal and in Section 3”. And
- b) Presentation of a properly executed invoice, Section G.2

## 15 ASSIGNMENT OF CONTRACT PAYMENTS

- 15.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.
- 15.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- 15.3 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).”

## 16 THE QUICK PAYMENT CLAUSE

### 18.1 Interest Penalties to Contractors

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

- 16.1.1 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- 16.2 Payments to Subcontractors
- 16.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- 1) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
  - 2) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- 16.2.2 The Contractor shall pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- 1) The 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - 2) The 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - 3) The 15<sup>th</sup> day after the required payment date for any other item.
- 16.2.3 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.
- 16.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- 16.3 Subcontract requirements
- 16.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **17) DISCLOSURE OF INFORMATION:**

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

## **18) SPECIAL CONTRACT REQUIREMENTS**

### **18.1 AUDITS, RECORDS, AND RECORD RETENTION**

- 18.1.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer shall the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions for Use with the District of Columbia Supply and Service Contracts. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- 18.1.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues of funds, provided by the District under the contract.
- 18.1.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- 18.1.4 The Contractor shall assure you that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- 18.1.5 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **19) PUBLICITY**

The Contractor shall at all times inform the COTR and anyone he or she designates before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this

Contract. The Contractor shall follow the same process when releasing any information bearing on the work performed or data collected under this Contract in meetings its own obligations as a LEA.

**20) CONFLICT OF INTEREST**

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

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

**21) WAGE RATES**

The Contractor shall be bound by the Wage Determination No. Wage Determination No. 2015-4281, Revision 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time 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.

**22) SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S. Code 794 (1983) *Et seq.*

**23) HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

23.1 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:

- 23.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- 23.3 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created because of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

**24) 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- 24.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act"). 32
- 24.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.1.5) in which the Contractor shall agree that: The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- 24.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of job openings listed with DOES;
  - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - (6) Total number of all employees hired for the reporting period and The cumulative total number of employees hired, including:
    - (a) Name;
    - (b) Social Security number;
    - (c) Job title;
    - (d) Hire date;
    - (e) Residence; and
    - (f) Referral source for all new hires.
- 24.4 If the contract amount is equal to or greater than one hundred thousand dollars (\$100,000.00), the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

- 24.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the Section H.10.4 of this clause; or
  - (2) Submit a request to the Contracting Officer for a waiver of compliance with Section H.10.4 and include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources; 33
    - (c) Advertisement of job openings listed with DOES and other referral sources; and
    - (d) Any documentation supporting the waiver request pursuant to Section H.10.6.
- 24.6 The Contracting Officer may waive the provisions of this section if the Contracting Officer finds that: A good faith effort to comply is demonstrated by the Contractor; the Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- The Contractor enters into special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- 24.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to this Section and the Contracting Officer shall determine whether the Contractor is in compliance with this Section or whether a waiver of compliance pursuant to this Section is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contract Administrator (CA) shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- 24.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to this Section, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section.
- 24.9 The provisions of Sections H.10.4 through H10.8 do not apply to nonprofit organizations.

## 25) FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by The Contractor pursuant to the contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility shall determine the releasing of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

## 26) WAY TO WORK AMENDMENT ACT OF 2006

- 26.1 Except as described below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 35 Law 16-118, D.C. Official Code § 2220.01 *et eq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- 26.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- 26.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- 26.4 The Department of Employment Services may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- 26.5 The Contractor shall provide a copy of the Fact Sheet attached as F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Fin a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- 26.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

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

26.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law; (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage; (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility; (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor; (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006; (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006; (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3)); (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

26.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**27) CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH AS APPLICABLE**

27.1 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 positions requiring criminal background checks determined by the

program office.

- 27.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.
- 27.3 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.
- 27.4 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.
- 27.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;
    - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
    - (viii) Child abuse or cruelty to children; or
    - (ix) Unlawful distribution of or possession with intent to distribute a controlled

substance;

- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

27.7 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 14.11.5(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.

27.8 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.

27.9 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.

- 27.10 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.
- 27.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- 27.12 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.
- 27.13 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 COTR's decision after his or her assessment of the criminal background or traffic record check.
- 27.14 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 COTR's decision after his or her assessment of the criminal background or traffic record check.
- 27.15 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.
- 27.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections 14.11.1 and 14.11.2.
- 27.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- 27.18 The COTR 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 COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- 27.19 If any application is denied because the COTR 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.

27.20 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.

**28) CONTRACT CLAUSES**

**28.1 DISCLOSURE OF INFORMATION**

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless prior approval is obtained in advance from the COTR.

**28.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007, attached hereto as **J.1.1** shall be applicable to the contract.

**29) CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or students of the District of Columbia Public Schools shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**30) ORDERING CLAUSE**

30.1 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/Task Order.

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

30.3 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.

### **31) OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee except in the performance of duties outlined in this Contract.

### **32) 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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall 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.

### **33) 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 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. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. 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.

6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

8. 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; \$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.

9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. 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.

**C. 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.

**D. 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.

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of 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 (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. 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  
And mailed or email to the attention of:

Zahra Hashmi  
District of Columbia Public Schools  
Office of the Chief Resource Strategy Officer  
1200 First Street, NE -- 9th Floor  
Washington, DC 20002  
T 202.442.5120(Direct Line)  
F 202-299-2103 (E-Fax)  
F 202.442.5093 (Office Fax)  
Email: Zahra.Hashmi@k12.dc.gov

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

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

J. 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.

**34) EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, and the forms completed for the Equal Employment Opportunity Information Report. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**35) FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract.

**36) CONTRACTS IN EXCESS OF ONE MILLION DOLLARS / PRE-AWARD APPROVAL—N/A**

The award and enforceability of this contract are contingent upon the approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**37) GOVERNING LAW**

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

**39) ANTI-DEFICIENCY ACT**

DCPS's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this agreement shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

#### **40) ORDER OF PRECEDENCE**

The following is a list of documents in the order of priority to resolve any conflicts or inconsistencies among the terms of this contract or in the terms of any attachments to this contract:

- a. Task Order Number: GAGA-2023-T-0426.
- b. Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract, dated July 2010 (Section 41, Attachment 1).
- c) BCPS Contract Number JBO-714-22-014 (Section 41, Attachment 13).
- d) Contractor's Price Quotes received September 26, 2023.

#### **41. 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

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

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

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

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

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

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

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

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

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

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

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;

- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (a) 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.
  - (b) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **42. CHANGES**

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

### **15. Changes:**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in clause 14 Disputes.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

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

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

- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
- (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

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

#### **43. ESTIMATED QUANTITIES**

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

#### **44. CONTRACT WORK HOURS AND SAFETY STANDARDS**

44.1 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the Contractor shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek

is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

**THIS SPACE INTENTIONALLY LEFT BLANK.**

**45 ATTACHMENTS:**

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

Attachment Number	Document	To Be Submitted with Offer
1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	No
2	U.S. Department of Labor Wage Determination NO.: 2015-4281, Revision No.: 27, Date of Revision: 06/30/2023	No
3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on "Solicitation Attachments"	Yes
4	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"	No
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"	No
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"	No
7	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"	Yes
8	Certificate of Clean Hands	Yes
9	Bidder/Offeror Certification Form	Yes
10	All licenses as required in this Solicitation	Yes
11	Insurance Certificate (Clause 33)	Yes
12	BCPS Contract Number JBO-714-22-014	Yes
13	Sample Contractor Invoice Cover	Yes

**END OF THE DOCUMENT.**