

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia				1. Caption				Page 1 of 58 Pages			
				DESA Title IX Audit				1		58	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		GAGA-2024-R-0080		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other		January 16, 2024		<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: District of Columbia Public Schools (DCPS) Office of Fiscal Strategy, Contracts and Acquisitions Division 1200 First Street N.E., 9 th floor Washington, D.C. 20002				8. Address Offer to: dcpsoca.inquiries@k12.dc.gov							
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in one hardcopy and one flash drive for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 9 th Floor No later than 2:00pm EST Tuesday February 5, 2025.											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact	A. Name			B. Telephone Number			C. E-mail Address				
	Zahra Hashmi			Phone 202.442.5120			Zahra.hashmi@k12.dc.gov				
11. Table of Contents											
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OFFER											
12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment	10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %				
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number		Date			
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date			
(Area Code)	(Number)	(Ext)									
AWARD (TO BE COMPLETED BY GOVERNMENT)											
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data					
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date			

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

B.1 INTRODUCTION

B.1.1 The District of Columbia Public Schools’ (DCPS) Contracts and Acquisition Division on behalf of the Office of the Chief Operating Officer is seeking a management consulting firm to review the Duke Ellington School of the Arts (DESA) operational systems and internal controls related to compliance with Title IX of the Civil Rights Amendments Act of 1972 and related local law and policy as outlined in this solicitation.

B.1.2 The District contemplates awarding one Firm Fixed Price (FFP) contract in accordance with 27 DCMR Chapter 24.

B.2 CONTRACT TYPE

B.2.1 The District will award one Firm Fixed Price (FFP) Contract in accordance with the 27 DCMR Chapter 24.

B.2.2 The contract will be awarded to the most responsive and responsible offeror whose proposal is most advantageous to the DCPS, pursuant to the Request for the Proposal GAGA-2024-R-0080.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE PERIOD – Date of Award to September 30, 2024

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Duke Ellington School of the Arts (DESA) Title IX Audit. Section C.5.	\$ _____
0001A	Project plan to provide schedule and activities. (Req# C.5.2)	NSP*
0001B	Meeting minutes from kick-off meeting (Req# C.5.2.1.1)	NSP
0001C	Task 1 report: Document Identification and Review/Discovery (Req# C.5.2.1.1)	NSP
0001D	Task 2 report: Process Review and Improvement Assessment (Req# C.5.2.2.1)	NSP

0001E	Task 3 report: Final (Req# C.5.2.3)	NSP
0001F	Task 3 presentation slides: Final Report	NSP
Grand Total for B.3.1		\$_____

*** NSP: Not Separately Priced.**

B.4 SUBCONTRACTING REQUIREMENTS

- B.4.1 Any non-Certified Business Enterprise (CBE) bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Offerors responding to this RFP shall be deemed non-responsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.4.2 For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.
- B.4.3 A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

Statement of Work for DESA Title IX Audit

C.1 INTRODUCTION

- C.1.1 This Statement of Work (SOW) is provided to support DCPS’ effort on compliance with the requirements of internal controls related to compliance with Title IX of the Civil Rights Amendments Act of 1972 and related local law and policy.
- C.1.2 Performance criteria for overall duties fall under Contractor responsibilities, see section H.12.1.

C.2. SCOPE

The District of Columbia Public Schools’ (DCPS) Contracts and Acquisition Division is seeking a management consulting firm to review the Duke Ellington School of the Arts (DESA) operational systems and internal controls related to compliance with Title IX of the Civil Rights Amendments Act of 1972 and related local law and policy.

This audit will:

- C.2.1 Evaluate DESA school-based Title IX Coordinator adherence to Title IX of the Civil Rights Amendments Act of 1972, and related local law and policy, that prohibits sex discrimination in programs or activities that receive federal financial assistance from the U.S. Department of Education.
- C.2.2 Evaluate DESA staff understanding of obligations under Title IX of the Civil Rights Amendments Act of 1972, and related local law and policy.
- C.2.3 Evaluate DESA campus/community climate on Title IX matters including but not limited to sexual harassment, sexual violence, dating violence, gender identity, sexual orientation and pregnant/parenting students.
- C.2.4 Identify strengths and areas for improvement in DESA’s oversight of Title IX compliance.
- C.2.5 Inform key actions that will ensure the effectiveness of DESA’s risk management processes and current internal controls to support sustained compliance with applicable law, regulation, and policy.
- C.2.6 Make recommendations designed to continuously improve any deficiencies identified, as applicable.

C.2. APPLICABLE DOCUMENTS

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

No.	Document Type	Title & Location	Date
1	Federal Law and Regulation	<u>Title IX</u> of the Education Amendments	1972
2	Federal Law and Regulation	Elementary and Secondary Education Act	1965
3	Local Law	D.C. Code §22-3002; D.C. Code §16-1031; D.C. Code §22-3133; D.C. Code §22-3001	Various
4	DCPS Policy	Prevention of Sexual Abuse by Staff Preventing and Addressing Student-on-Student Sexual Misconduct Response to Grievances Filed by Students and the General Public	2019 2021 2021

C.3. DEFINITIONS/GLOSSARY

- C.3.1 Compliance – Adherence to applicable laws, regulations and policies as evidenced by practices and documentation of reporting and data collection in alignment with legal requirements.
- C.3.2 Effective Internal Controls – Policies, procedures, and system automation which when implemented, prevent errors, and lessen the need to detect mistakes after the fact.
- C.3.3 Period of Performance - the amount of approved time to complete contracted services or provide goods, which is identified in the contract.

C.4. BACKGROUND

- C.4.1 DCPS is a District government agency that operates public schools in the District of Columbia as a local education agency (LEA). For any local education agency receiving federal funding, sex discrimination is prohibited by Title IX of the Education Amendments of 1972. DCPS seeks to evaluate DESA’s policies, practices, and procedures related to ensuring compliance with Title IX of the Civil Rights Amendments Act of 1972, and related local law and policy. This audit will inform operational planning and periodic reviews that support sustained compliance through the implementation of policies, procedures, and training.

C.5. REQUIREMENTS

- C.5.1 General Requirements
 - C.5.1.1. The contractor must possess a comprehensive knowledge of applicable federal law, regulation, and procedures that govern Title IX protections within public, K-12 education systems, including the structure and law governing District of Columbia LEAs.
 - C.5.1.2 The contractor must have a minimum of five years of experience in working with organizations and their leaders to identify risks related to noncompliance with relevant law, regulation and policy, gather and analyze information, and develop recommended solutions to improve processes and strengthen internal controls.
 - C.5.1.3. The contractor must have performed Title IX compliance reviews for a minimum of five years and the primary review lead in charge of the project must have experience reviewing operational documents and processes, with proof of performing at least three reviews of operational processes related to compliance with governing law and regulation for an educational entity.

- C.5.1.4. The contractor must have performed a campus climate assessment regarding sexual harassment and sexual violence within the public K-12 setting, with proof of performing at least three such assessments.
- C.5.1.5 The contractor must have all necessary permits and licenses to conduct the services requested in the District of Columbia and be in good standing with the District of Columbia.
- C.5.1.6. The contractor must provide its own work facilities, equipment, supplies, and support staff to perform the required services.
- C.5.1.7. The contractor must possess the team and resources to immediately engage to complete all the requirements set forth in this statement of work within 45 days of award of the contract.

C.5.2 Tasks

C.5.2.1 Task 1 – Document Identification and Review/Discovery

The contractor shall be provided access to and review all necessary documentation available, to include DCPS internal files and data systems, to support the review and discovery of documents.

C.5.2.1.1 Activities/Deliverables:

- A. The contractor shall participate in the kick-off meeting either in person or online; provide meeting minutes.
- B. The contractor shall conduct interviews with DESA operational program staff, and other District staff, as necessary.
- C. The contractor shall provide a report of Task 1 activities that includes (1) a summary of documents gathered and reviewed; and (2) an executive summary (high-level overview and summary of observations).

C.5.2.2 Task 2 – Process Review and Improvement Assessment

The contractor shall examine DESA’s operational processes to identify strengths, deficiencies, risks, recommendations to improve internal controls and processes.

C.5.2.2.1 Activities/Deliverables:

The contractor shall review standard operating procedures (including laws, regulations, and applicable DCPS official written procedures) related to evaluating compliance with Title IX of the Civil Rights Amendments Act of 1972, and related local law and policy.

- A. The contractor shall conduct interviews of DESA staff to examine current practices and determine the degree of knowledge and skills related to Title IX operational processes and practices.
- B. The contractor shall conduct interviews with DESA leadership to determine current practices.
- C. The contractor shall conduct a climate assessment to assess DESA staff and student experience and perceptions regarding sexual harassment and sexual violence.
- D. The contractor shall conduct a review of current DESA incident tracking systems and tools utilized to ensure compliance.

C.5.2.2.2 Activities/Deliverables:

- A. The contractor shall provide a report of Task 2 activities and outcomes that includes:
 - i. A summary of findings from the examination as described in C.5.2.2.1.
 - ii. A recommended to-be process map illustrating effective internal controls and process improvements for DESA, as applicable, to ensure best practices for successfully managing operational activities related to Title IX compliance.

C.5.2.3 Task 3 – Final Report & Presentation

The contractor shall prepare and provide a final written report and presentation slides on the findings and outcome of the examinations and tasks to present to District stakeholders.

C.5.2.3.1 Activities/Deliverables:

- A. The final written report shall include:
 - i. Executive summary providing a high-level overview, objectives, approach, and outcomes of the project.
 - ii. Background/overview providing DESA's processes related to Title IX compliance.
 - iii. Observation matrix detailing findings of review.
 - iv. Recommendations to improve internal controls, processes, and structures, as applicable.
- B. The contractor shall meet with the contract administrator and stakeholders identified by DESAP and DCPS to present the final report (one-two meetings).

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of starting from date of award thru September 30, 2024. This contract has a Base Period of Performance with no option year(s).

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT – NOT APPLICABLE.

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	DESA Title IX Audit	1		At the conclusion of the contract
0001A	Project plan to provide schedule and activities (C.5.2)	1	Send document via email to Contract Administrator (CA)	Within 5 days of award.

0001B	Meeting minutes from kick-off meeting (C.5.2.1)	1	Send document via email to CA.	One day after kick-off meeting (date TBD between CA and contractor)
0001C	Task 1 Report: Document Identification and Review/Discovery (C.5.2.1.1)	1	Send document via email to CA. may also require a meeting to discuss.	Within 30 days of award.
0001D	Task 2 Report: Process Review and Improvement Assessment (C.2.2.1)	1	Send document via email to CA. may also require a meeting to discuss	Within 30 days of award.
0001E	Task 3 Report: Final (C.5.2.3)	1	<ol style="list-style-type: none"> 1. Send PDF document via email to CA. Must be approved before presentation meeting. 2. Presentation meeting (in person or virtually) 	Within 45 days of award.
0001F	Task 3 Presentation slides: Final Report	1	<ol style="list-style-type: none"> 1. PowerPoint slides to be sent via email to CA. Must include proposed agenda and must be approved before presentation meeting. 2. Presentation meeting(s): in person or virtually. 	Within 50 days of award.

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT:

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
 - G.2.3.1 Contractor's name, federal tax ID, and invoice date (date invoices as of the date of mailing or transmittal).
 - G.2.3.2 Contract number and invoice number.
 - G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.
 - G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer.
 - G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
 - G.2.3.6 Name, title, phone number of person preparing the invoice.
 - G.2.3.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
 - G.2.3.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT -- NOTAPPLICABLE

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

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT:

G.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.

G.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.

G.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:

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

- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES – NOT APPLICABLE

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general, and administrative expenses and profit.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS:

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE:

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty 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.

G.6.1.2 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.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must 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:

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month.

No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

G.6.3 Subcontract Requirements

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

G.7 CONTRACTING OFFICER (CO):

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

LaVeta Hilton
Contracting Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 1st Street, NE - 9th Floor
Washington, DC 20002
Ph: 202-442-5136
E-Mail: laveta.hilton@k12.dc.gov.

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA):

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable.

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Anitra Allen
Office of the Chief Operating Officer - Division of Compliance
Comprehensive Alternative Resolution and Equity Team (CARE)
District of Columbia Public Schools (DCPS)
1200 First Street NE
Washington, DC 20002
E: anitra.king@k12.dc.gov.

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.

3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract.
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE -- RESERVED

G.11 CONTRACTOR PERSONNEL

G.11.1 The Contractor has designated the following as “key” personnel in the execution of this contract:

G.11.2 The Contractor has designated the following as “key” personnel in the execution of this contract:

G.11.3 The Contractor shall reference Contract Number GAGA-2023-C-0422 and Purchase Order Number TBD when submitting invoices for payment.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 28, dated 12/26/2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT – NOT APPLICABLE

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

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

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

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

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

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

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

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

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

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

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

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS – NOT APPLICABLE

H.9.1 Mandatory Subcontracting Requirements

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

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

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

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

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

H.9.2 Subcontracting Plan

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

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.

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

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

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

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

H.11 DISTRICT RESPONSIBILITIES

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor’s responsibility is successful performance of this contract as described in Section C and F, and other sections of this RFP.

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

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

- **All staff providing services on the proposed contract.**

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

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

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

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

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

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

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;

- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) A written acknowledgment stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) A written acknowledgment is stating that the Contractor has notified them that they may be denied employment or a volunteer position, or maybe terminated as an employee or volunteer based on the results of the criminal background check.

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

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

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

- H.13.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.13.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of a criminal background and traffic record checks.
- H.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.13.1 and H.13.2.
- H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

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

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

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

H.14 ADVISORY AND ASSISTANCE SERVICES

H.14.1 This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.15 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.15.1 During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.16 WAY TO WORK AMENDMENT ACT OF 2006:

H.16.1 The Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12- month period.

- H.16.2 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.
- H.16.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.16.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.16.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.16.6 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.
- H.16.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
- H.16.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law.
 - (2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage.
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility.
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor.
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006.
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a fulltime student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006.

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District.
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3).
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Healthcare and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.16.9 The Mayor may exempt a contractor from the requirements.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS – NOT APPLICABLE

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the

Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage,

including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
 - e) Defense costs shall be in addition to and not erode the limits of liability.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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

- a) Comprehensive - Fire, lightning, or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia.
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds.
- c) A waiver of subrogation in favor of The Government of the District of Columbia.
- d) Defense costs shall be in addition to and not erode the limits of liability.
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or its equivalent).

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

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

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
 5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a

period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

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

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

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

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

- G. CONTRACTOR'S PROPERTY. 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 Government of the District of Columbia.

- H. Measure of Payment. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
LaVeta Hilton, Contracting Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 First Street, NE 9th floor
Washington, DC 20002
Phone: (202) 442-5112
Email: laveta.hilton@k12.dc.gov.

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

- K. disclosure of information. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended.
- (6) RFP
- (7) BAFOs (in order of most recent to earliest)
- (8) Contractor's proposal

I.11 DISPUTES

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

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

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

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

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

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

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

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

- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

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

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending 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.

I.12 PUBLICITY

- I.12.1 The Contractor shall always obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.13 FREEDOM OF INFORMATION ACT

- I.13.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the

Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

I.14 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS – NOT APPLICABLE

I.14.1 Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.15 GOVERNING LAW

I.15.1 This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.16 TERMINATION

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

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

I.16.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

I.16.1 DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702 -- Termination for Convenience of the Government (Fixed-Price) (Short Form).

I.16.2 TERMINATION FOR DEFAULT

I.16.2 DCPS has the right to terminate the contract for default of the contractor on satisfactory performance in accordance with the terms and conditions of the contract, 27 DCMR Section 3710 -- Default (Fixed-Price Supply and Service) (Apr 1984).

I.17 COST AND PRICING DATA

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

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SECTION J: ATTACHMENTS

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

Attachment Number	Document	To Be Submitted with Bid
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"	No
J.2	U.S. Department of Labor Wage Determination NO.: 2015-4282, Revision No.: 28, Date of Revision: 12/26/2023	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.4	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.6	Tax Certification Affidavit, www.ocp.dc.gov	Yes
J.7	Certificate of Clean Hands	Yes
J.8	Subcontracting Plan (if required by law) available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.9	Bidder/Offeror Certification Form available at http://ocp.dc.gov , click on "Solicitation Attachments"	Yes
J.10	Past Performance Questionnaire	Yes
J.11	Certificate of Insurance (COI (Section I.8))	Yes
J.12	Contractor Proposal	Yes

NOTE: Use the link <https://ocp.dc.gov> to obtain and complete all listed attachments following the instructions thoroughly.

SECTION K: RESERVED

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

L.1.1.1 The District intends to award one Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 Failure to submit any of the information, attachment (Section J) or any of the mandatory documents requested by this solicitation may be cause for unfavorable consideration.

L.1.1.3 Upon receipt, all proposals become DCPS property.

L.1.1.4 The District reserves the right to accept/reject any/all proposals resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the district.

L.1.5 Offerors' price shall be valid for no less than 90 days.

L.1.6 The contractors shall submit proposals for the base performance period year as set forth in the RFP.

L.1.2 SELECTION OF NEGOTIATION PROCESS

L.1.2.1 In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, and/or without discussions, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 The offeror shall submit one (1) original electronic copy of the proposal and associated attachments. The proposals shall be submitted in two parts/volumes titled, "Technical Proposal" and "Price Proposal." The electronic proposals shall have a 12-point font size on 8.5" by 11" paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each

proposal shall be submitted via dcpsoca.inquiries@k12.dc.gov, and file marked: "Proposal in Response to Solicitation No. GAGA-2024-R-0080, DESA Title IX Audit."

- L.2.2 Offerors shall submit technical proposals to address sections C, L, and M of the solicitation including reference to these sections to support evaluation of the proposals labeled as "Technical Proposal." The offerors shall submit (1) technical proposal, and (1) price proposal. Please note that each attachment is limited to a maximum size of 25 MB.
- L.2.3 **(Technical)** shall include responses to the Technical Evaluation Factors, Past performance, references, Licenses, and all the DCPS mandatory documents completed and signed, Certificate of Insurance, and Subcontracting Plan, if applicable, etc., all separated by tabs. **DO NOT** include any price or price related information in this file transmission.
- L.2.4 **(Price)** shall include cost/price and cost for all price related items and materials.

This table depicts the proposal organization and content.

File No.	Title	Number of Original
File No. 1	Technical Proposal	1
File No. 2	Cost/Price	1

- L.2.5 All attachments shall be submitted as a PDF file. The district will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.6 Offerors shall be fully responsible for submitting Certificate Of Insurance (COI) and all attachments listed in Section J and other parts of the solicitation. It shall be solely the offeror's responsibility to complete, sign and submit all Representations, Certifications and Acknowledgments. Failure to do so may result in a proposal rejection.
- L.2.7 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation "Evaluation Factors." The offeror shall respond to each factor in a way that will allow the district to meaningful evaluation of the offeror's response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of services and delivery thereof. The information requested below for the technical proposal shall facilitate meaningful evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C, and other parts of this Solicitation.
- L.2.8 The Technical Volume/Binder proposal shall start with an Executive Summary. The Executive Summary shall provide an overview and synopsis of the proposal, and should be an aid to understanding the organization, content, and interrelationship of the proposal material. The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, if applicable, and

relevant corporate experience, and expertise on similar programs shall be identified. Proposal advantages or unique approaches should be highlighted.

- L.2.9 Price information shall not be included in this binder/document. Reference to the proposal factors containing substantiating information should be given when possible. Identify company officials/point of contact to be contacted for information about the proposal and/or notified of the selection decision.
- L.2.10 The District will reject any offer/proposal that fails to include a subcontracting plan, if applicable, that is required by law.
- L.2.11 Technical proposal format shall follow the format of this RFP, Sections L and Section M. DO NOT submit the solicitation document with and/or as part of the technical write up.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

- L.3.1 In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

- L.4.1.1 **Proposals must be submitted electronically via email at: dcpsoca.inquiries@k12.dc.gov no later than 2:00 pm EST February 5, 2024.**

L.4.1.2 Error In Proposal

Offerors are fully responsible for reading and understanding all information and requirements contained in this solicitation. Failure to do so will be at the offerors’ risk. In the event of a discrepancy between the unit price and the total, the unit price shall govern.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

A late proposal, late modification, or late request for withdrawal of a proposal that is not considered will be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the district, will be considered at any time it is received and may be accepted.

L.4.5 Paper, telephonic, telegraphic, and facsimile proposals **will not** be accepted or considered for award.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS – SOLICITATION QUESTIONS

L.5.1 All questions from prospective offeror relating to this solicitation, shall be submitted electronically via email to dcpsoca.inquiries@k12.dc.gov. The prospective offeror shall submit questions no later than 2:00pm EST January 18, 2024. The district will not consider any questions received after the specified date of 2:00pm EST January 18, 2024. The district will furnish responses via an amendment published on the DCPS website, <https://dcps.dc.gov>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. The amendment will be posted on DCPS website on January 24, 2024, by 2:00pm EST. Oral explanations or instructions given by District officials before the award of the contract will not be binding. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

“If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 PROPOSALS WITH OPTION YEARS -- RESERVED

L.8 PROPOSAL PROTESTS

L.8.1 Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

L.9.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

L.10.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

L.11.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

L.12.1 Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

LaVeta Hilton
District of Columbia Public Schools (DCPS)
Contracts and Acquisitions Division
1200 First Street, NE, 9th Floor.
Washington, DC 20002
E: laveta.hilton@k12.dc.gov.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

L.13.1 The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

L.14.1 If, after receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.15.1 Name, address, telephone number and federal tax identification number of offeror.
- L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

- L.16.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 SIGNING OF OFFERS

- L.17.1 The Contractor(s) shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.18 EVALUATION CONDITIONS AND NOTICES TO OFFERORS

- L.18.1 The contract will be awarded to the responsible and responsive bidder(s) whose offer is most advantageous to the SFA, based upon the evaluation criteria specified. Proposals will be evaluated using the weighted criteria stated in the RFP.

L.19 PROPOSAL DESCRIPTION

- L.19.1 **Technical Proposal** shall be organized as outlined below:
Technical proposals shall include a copy of the cover letter, title page and table of contents. The table of contents shall list tabs, sections, subsections, and page numbers.

L.19.1.1 _____ :

Below table depict the evaluation criteria for this requirement:

No.	Evaluation Criteria	Criteria Overview	Individual Point	Total Points
1	MANDATORY CRITERIA	a. J.D. or Ed.D. K-12 b. All staff must be trained in Title IX requirements and have conducted Title IX investigations. Title IX. Certification as a Title IX Coordinator and Decision Maker (evidence of diversity in staff) c. K-12 Title IX Consulting experience (minimum 3 urban school districts) d. No record of substandard work.	5 10 10 5	30
2	TECHNICAL CRITERIA	a. Comprehensiveness of work plan/ Compliance with RFP specifications/RFP response Quality. b. Satisfactory completion of program evaluations and close out report with clear outcomes and actionable recommendations for similar projects/clients. c. Supervisory personnel must have a minimum of 7 years of supervisory experience. Evidence of internal quality control program reviews Positive feedback and reviews from previous consultant clients.	10 10 5 5	40
3	TOTAL TECHNICAL POINTS			70
4	PRICE CRITERIA			300
5	POINTS GRAND TOTAL			100

L.19.2 PRICE PROPOSAL

L.19.2.1 The offeror price proposal shall be for the base performance period.

L.19.2.2 Contractor’s Price Proposal shall be organized and presented in the following clearly marked separate sections:

- a) Cover Letter
- b) Completed Price Schedule (B)
- c) Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- d) Certificate of Independent Price Determination.
- e) Permanent Certification Regarding Lobbying

L.19 GENERAL STANDARDS OF RESPONSIBILITY:

L.19.1 The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.19.2 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract.
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments.
- (c) Has a satisfactory performance record.
- (d) Has a satisfactory record of integrity and business ethics.
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations.
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills.
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities.
- (i) Has not exhibited a pattern of overcharging the District.

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.3 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

L.20.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District. The offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standards of Responsibility. At a minimum, the offeror must provide any one of the financial documents such as:

- a. Balance Sheet.
- b. Income Statement.
- c. Cash Flow Statement.
- d. Bank Letter of Creditor, or
- e. An audited Financial Statement

SECTION M: EVALUATION FACTORS

M.1 Basis for Award:

Award will be made to the responsive and responsible offeror whose proposal represents the best value to the DCPS as determined by the evaluations described in this section. The DCPS reserves the right to award a contract to other than the low-price offeror or offeror with the highest merit rating after consideration of all factors.

M.2 Evaluation Guidance:

M.2.1 Selection of the successful offeror will be made based on the evaluation criteria stated below. However, any proposal that is unrealistic, in terms of technical approach, schedule commitments, and or costs (high or low) will be deemed to have an inherent lack of technical competence or to have failed to comprehend the DCPS requirement stated in the solicitation.

M.2.2 Evaluation Areas: Selecting an offeror for award will be based on an evaluation of proposals against factors and Sub-factors as detailed in this solicitation. A proposal that receives an “unacceptable” rating in any of the technical or management factors will not be awarded a contract.

M.2.3 Evaluation Approach: A team of DCPS personnel will evaluate all proposals. The content of written proposals, as well as information derived from discussions/ negotiations, if discussions are held, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. No assumption will be made by the evaluators regarding areas not defined in the offeror’s written material/information provided to the DCPS for evaluation.

M.2.4 DCPS will use the below scoring scheme for evaluation. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.3 TECHNICAL RATING:

M.3.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.3.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

M.3.3 If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the

Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (70 Points Maximum)

M.4 EVALUATION CRITERIA:

- a. Proposals will be evaluated based on the following evaluation factors in the manner described below:
- b. The total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points.

M.4.1 TECHNICAL CRITERIA: (60 points maximum)

Factor	Description	Points
Factor 1 MANDATORY FACTOR	a. J.D. or Ed.D. K-12 5 Points	30
	b. All staff must be trained in Title IX requirements and have conducted Title IX investigations. Title IX. Certification as a Title IX Coordinator and Decision Maker (evidence of diversity in staff) 10 Points	
	c. K-12 Title IX Consulting experience (minimum 3 urban school districts) 10 Points	
	d. No record of substandard work 5 Points	
Factor 2 TECHNICAL FACTORS	a. Comprehensiveness of work plan/ Compliance with RFP specifications/RFP response Quality. 15 Points.	40
	b. Satisfactory completion of program evaluations and close out report with clear outcomes and actionable recommendations for similar projects/clients 15 Points. Supervisory personnel must have a minimum of 7 years of supervisory experience in program evaluation. 5 Points	
	c. Evidence of internal quality control program reviews	
	d. Positive feedback and reviews from previous consultant clients 5 Points	
Contractor's License(s)		
Certificate of Insurance		
TOTAL TECHNICAL POINTS		70

NOTE: Bidder shall provide (Attached to the Proposal) evidence to prove the above factors.

M.4.2 PRICE CRITERION: (30 Points Maximum)

The price evaluation will be objective. The highest technically rated offeror(s) with the lowest evaluated price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated.

M.4.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.6.2 (12 Points Maximum)

M.4.4 TOTAL POINTS: (112 Points Maximum)

M.4.4.1 Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.5 EVALUATION OF OPTION YEARS – NOT APPLICABLE

M.5.1 The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES – NOT APPLICABLE

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2005", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.6.1. Application of Preferences – NOT APPLICABLE

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this RFP as follows:

- M.6.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.6.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.6.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.6.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.5 A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.6.2 Maximum Preference Awarded – NOT APPLICABLE

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.3 Preferences for Certified Joint Ventures – NOT APPLICABLE

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.6.4 Verification of Bidder’s Certification as a Certified Business Enterprise – NOT APPLICABLE

- M.6.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder’s certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.6.4.2 Any bidder seeking certification to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.6.4.3 All offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

END OF THE DOCUMENT