

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

B.1 OVERVIEW

- B.1.1 The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy (OFS), Contracts and Acquisitions Division (C&A), on behalf of DCPS multiple divisions awards this contract to the Contractor to provide Multi-Divisional American Sign Language Services (ML-ASL), Translation, and Interpretation of Foreign Languages for all qualifying employees, families, and students served by the DCPS.
- B.1.2 This ML-ASL, Translation, and Interpretation contract will share common services for different divisions while providing specific program/division related services. This contract will address each division/program separately with its own specific Section B (pricing), and its own SOW. Below is the list of divisions:
- B.1.2.1 Language Acquisition Division - Translation and Interpretation Services.
 - B.1.2.2 Office of External Affairs - Interpretation for families, Translation and Interpretation Services.
 - B.1.2.3 Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation.
 - B.1.2.4 Early Childhood Division - Translation and Interpretation Services.
 - B.1.2.5 DSI - Specialized Instruction - Translation and Interpretation Services.
 - B.1.2.6 DSI - Specialized Instruction Intervener Services - Deaf Blind Intervener & Educational Aide, Translation Services.
- B.1.3 The contractor shall, while under the direction of DCPS employees, provide interpretation services to qualifying needed individuals who are in the special education setting or general education setting and are diagnosed Deaf and/or Hard of Hearing that impacts the child's academic performance under Individuals with Disabilities Education Act (IDEA)
- B.1.4 Video Remote Interpreting (VRI) is needed when face to face interpreting is neither feasible nor practical for our students. With VRI, students will be connected via high-definition broadcast quality video in their interpreting sessions and supported by professional competent, VRI trained and qualified interpreters. This will be achieved using internet connectivity, a mobile device or computer configured with internet access, and a webcam. The agency is not responsible for providing technology, just software.
- B.1.5 This effort is intended to ensure that the District complies with specific needs and requirements pertaining to:
- B.1.5.1 Title VI of the Civil Rights Act of 1964 and the D.C. Language Access Act of 2004 which mandates the provision of oral language services and the translation of vital documents into foreign languages. These services are intended for LEP and NEP populations served or encountered by DCPS.

- B.1.5.2 Title I and II of the Americans with Disabilities Act (ADA) which mandates the provision of appropriate auxiliary aids and services—such as qualified interpreters, Braille materials, screen reader software, and real-time captioning—to ensure effective communication with individuals who are deaf, blind, or have other communication disabilities.
- B.1.6 DCPS awards a Requirements contract with fixed hourly rate price for services in accordance with 27 DCMR Chapter 24. DCPS awarded one contract as the result of the solicitation.
- B.1.7 DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent executed contracts between the Contractor and DCPS.
- B.1.8 DCPS reserves the right to add additional points of service and related supply delivery.
- B.1.9 The award is based on lowest fair and reasonable pricing of the proposed services with the best value for DCPS. This is a Requirements Contract with a fixed unit hourly rate price CLINs Contract, where the District will purchase the articles of services and supplies described in the awarded contract. In the event of any assignment, the contractor shall remain liable to DCPS for the performance of all its obligations under the contract.
- B.1.10 The contractor proposed an hourly rate for providing interpretation and translation services for students, families, and staff, inclusive of IEP meetings.
- B.1.11 The regular school hours are from 8:00 a.m. to 4:00 p.m., or as specified. The maximum billable hours per school day is 8 hours except when extracurricular activities have been approved by DCPS contract Program Manager. Educational interpreters are to report to all classes, including breakfast and lunch when assigned to a student.
- B.1.12 DCPS reserves the right to cancel a scheduled appointment within 12 hours prior to appointment time without being charged.
- B.1.13 Holidays and school closures (including inclement weather) are not billable. If a student is absent and assigned an interpreter, the contracted educational interpreter should remain in the school building no more than 4 hours prior to leaving. DCPS will contact the parents to confirm child's non-attendance for the rest of the day.
- B.1.14 This hourly rate shall include all direct and indirect costs. See the cost and price schedule (Section B.3).
- B.1.15 In completing the below schedule, the contractor proposed the loaded hourly rate and number of educational interpreters. Contractor(s) shall provide pricing data pursuant to the following:
- A. loaded hour rate inclusive of indirect and direct cost multiplied by estimated number hours for the contract year multiplied by estimated number of educational interpreting staff to provide at the time of the award of the contract.*
- B.1.16 The Contractor shall meet all obligations under the awarded contract.

B.2 REQUIREMENTS CONTRACT

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

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after September 30, 2026

A. Section A pricing is for: Language Acquisition Division - Translation and Interpretation Services. Reference to Section B.1.2.1.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001 -- Language Acquisition Division - Translation and Interpretation Services. (Section B.1.2.1)	Educational Interpreters Regular School Year (SY), and Extracurricular Activities.	\$125.00/per hour	246 hours	\$30,750.00
Grand Total for B.3.2				30,750.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B. Section B pricing is for: Office of External Affairs - Interpretation for families, Translation and Interpretation Services. Reference to Section B.1.2.2.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0002	Educational Interpreters Regular School Year and Extracurricular Activities	\$120.00/per hour	33 hours	\$3,960.00
Grand Total for B.3.2				\$3,960.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

C. Section C pricing is for: Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. Refer to B.1.2.3.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0003	Educational Interpreters Regular School Year and Extracurricular Activities	\$96.00/per hour	3943 hours	\$378,528.00
Grand Total for B.3.2				\$378,528.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

D. Section D pricing is for: Early Childhood Division - Translation and Interpretation Services. Refer to B.1.2.4.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0004	Educational Interpreters Regular School Year and Extracurricular Activities	\$110.00/per hour	675 hours	\$74,250.00
Grand Total for B.3.2				\$74,250.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

E. Section E pricing is for: DSI - Specialized Instruction, Translation and Interpretation Services. Refer to B.1.2.5.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0005	Educational Interpreters Regular School Year and Extracurricular Activities	\$120.00/per hour	139 hours	\$16,680.00
Grand Total for B.3.2				\$16,680.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

F. Section F pricing is for: DSI - Specialized Instruction Intervener Services - Deaf Blind Intervener & Educational Aide, Translation Services. Refer to B.1.2.6.

B.3 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.3.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.3.2 BASE YEAR Date of Award through September 30, 2026

Contract Line No. (CLIN)	Item Description	Unit Price	Estimated Quantity	Total Price
0006	Educational Aid: Regular School Year (SY) including Extended School Year (ESY), Summer School and Extra-Curricular Activities	\$52.00/hour	1,400	\$72,800.00
Grand Total for B.3.2				\$72,800.00

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0007	Deaf-Blind Interveners regular School Year (SY) including extended school year (ESY), Summer School, and Extended Year School (EYS), and Extra-Curricular Activities.	\$70.00/per hour	494 hours	\$34,600.00
Grand Total for B.3.2				\$34,600.00
CONTRACT GRAND TOTAL FOR ALL SECTIONS A TO F				<u>\$611,548.00</u>

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3.7 A bidder responding to this solicitation that is required to subcontract submitted with its bid any subcontracting plan required by law.

B.3.8 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 Basis and Award of Bid

The Contractor submitted its bids on an “all or none” basis. This Contract is awarded as a result of the solicitation which binds the Institutions during the term of the contract to secure all its needs from the successful contractor. And this Contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract.

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

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

- (1) As calculated, using the minimis rate of 10% of all direct costs under this contract.
- (2) By negotiating a new percentage indirect cost rate with the awarding agency.
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B; or

- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

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

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

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

- C.1.1. The District of Columbia Public Schools (DCPS) has a student population identified with Hearing impairments and Deafness. The identified students require the use of American Sign Language (ASL) interpreters to access their individualized education program (IEP); participate in State assessments, curriculum-based assessments, and evaluations/reevaluations; and receive educational services in the least restrictive environment.
- C.1.2 The ASL interpreters facilitate communication from English to ASL and ASL to English. The Communication that is heard will be interpreted or translated including but not limited to: lectures, videotapes, student questions/comments, presentations, group activities and any other information relating to course content or participant interaction. Communication signed by the student will be spoken in English by the interpreter.
- C.1.3 All contracted educational interpreting services delivered to DCPS students with an individualized education program (IEP) shall be provided in accordance with the standards specified in section C.5 of this document. DCPS is committed to an educationally relevant model of general and special education service delivery that utilizes a multidisciplinary team approach to integrate strategies and interventions into the special educational environment.
- C.1.4 The Contractor shall provide and deliver ASL Interpreting services for qualifying employees,
- C.1.5 Translation of Vital Documents and Language Interpretation (Face-to Face and Video Remote Interpreting) for Limited English Proficient (LEP) or Non-English Proficient (NEP) individuals served by the District of Columbia. This effort is intended to ensure that the District complies with specific needs and requirements pertaining to Title VI of the Civil Rights Act of 1964 and the D.C. Language Access Act of 2004 which mandates the provision of oral language services and the translation of vital documents into foreign languages. These services are intended for LEP and NEP populations served or encountered by DCPS.
- C.1.6 The Contractor is only responsible to provide the services as set forth in the Contractor proposal; Attachment J.9 and outlined in the solicitation and resulting Contract. The Contractor shall not provide services not covered in the contractor and contractor’s proposal.

C.2 APPLICABLE DOCUMENTS

The Contractor must conduct all program operations in accordance with federal regulations, all state and local regulations, policies and procedures, including but not limited to the documents listed in the table below. DCPS and participating programs apprise themselves of all Programs requirements and to offer only on those contracts for which it has the applicable knowledge and can suitably comply.

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

Item No.	Document Type	Title	Version	Location
1	Federal Law	Title VI of the Civil Rights Act of 1964		https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964

2	Federal Law	Title I of the Americans with Disabilities Act (ADA)		https://www.eeoc.gov/statutes/titles-i-and-v-americans-disabilities-act-1990-ada
3	District Law	DC Code §32–1231.02		https://code.dccouncil.gov/us/dc/council/code/sections/32-1231.01
4	District Law	DC Human Rights Act of 1977		https://code.dccouncil.gov/us/dc/council/code/titles/2/chapters/14
5	District Law	D.C. Language Access Act of 2004		chrome-extension://efaidnbmninnbpcajpcgclef indmkaj/https://ohr.dc.gov/sites/default/files/dc/sites/ohr/publication/attachments/LanguageAccessActRegulations-English.pdf
6	Guidelines	Special education Programs and Resources Guide		Special Education Programs & Resources Guide for Families, School Year 2025-2026
7	DCPS Document	List of DCPS Locations		School Year (SY) 25-26
8	Federal Law	Individuals with Disabilities Act 2004		
9	Federal Law	American with Disabilities Act		
10	DCPS Document	DCPS School Calendar		SY 25-26

C.2.1 The aforementioned documents are subject to revision, and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor is responsible for ensuring reference and compliance with the revisions and updates.

C.2.2 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

C.3 BACKGROUND

C.3.1 The District of Columbia Public Schools (DCPS) is committed to promoting and fostering equal opportunity. Equal Employment Opportunity (EEO) is a body of laws and practices designed to ensure that employees and job applicants are not discriminated against on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business. DCPS Office of the General Counsel (OGC) works to ensure that DCPS is in compliance with local and federal laws and policies related to EEO, including providing reasonable accommodations such as ASL services to qualifying employees.

C.3.2 OGC is committed to ensuring that there are no gaps in educational services for DCPS students by regularly providing legally required ASL services to qualifying staff.

- C.3.3 Early Childhood Division is required by law to provide families with the ability to communicate with staff regardless of the language they speak or disability they may have.
- C.3.4 DC Public Schools (DCPS) has a Language Access Policy that ensures equitable access to information and services for all families, including those with limited English proficiency (LEP) or who are non-English proficient (NEP). This policy is rooted in the DC Language Access Act of 2004 and aims to provide meaningful access to DCPS programs, services, and activities.
- C.3.5 Families have the right to receive information and communicate with DCPS staff in their preferred language, which includes interpretation and translation services.
- C.3.6 Language access rights extend to special education services, ensuring that parents receive information and documentation related to their child's evaluation and services in their preferred language.

C.4 REQUIREMENTS

- C.4.1 The Contractor shall provide Language Access Services, including translation of Vital Documents and Language Interpretation (Face-to Face and Video Remote Interpreting) for Limited English Proficient (LEP) or Non-English Proficient (NEP) individuals served by of the District of Columbia, in accordance with Federal and District Laws.
- C.4.2 The Contractor shall ensure this effort is that the District complies with specific needs and requirements pertaining to Title VI of the Civil Rights Act of 1964 and the D.C. Language Access Act of 2004 which mandates the provision of oral language services and the translation of vital documents into foreign languages. These services are intended for LEP and NEP populations served or encountered by DCPS.
- C.4.3 The Contractor shall ensure this effort is that the District complies with specific needs and Requirements pertaining to the Americans with Disabilities Act which mandates the provision of appropriate auxiliary aids and services—such as qualified interpreters, Braille materials, screen reader software, and real-time captioning—to ensure effective communication with individuals who are deaf, blind, or have other communication disabilities. These services are intended for individuals with disabilities served or encountered by DCPS.
- C.4.4 The Contractor shall provide experienced deafblind interveners, who meet the requisites for the National intervener credentials through the National Resource Center for Paraeducators (NRCP) and have the capacity to provide support for students with deaf blindness to include students who qualify for intervener services in an urban school setting on a continuous basis for up to five years for twelve months each year. Deafblind Intervenors are defined below:
 - ***A deafblind intervener*** is an individual who has received specialized training to assist children who are deafblind, by facilitating access to environmental information, supporting their development and use of communication skills, and promoting their social and emotional well-being by maintaining a trusting and interactive relationship (Alsop, Blaha, and Kloos, 2000, p. 3-7).
- C.4.5 The Contractor shall provide a cost outline which will show the hourly rate by service type, for both in-person and virtual services for all services being requested by both the Contract Administrator and DCPS divisional program managers (Language Acquisition Division, Early Childhood Division, Division of Specialized Instruction, Deafblind Intervenors, Office of General Counsel, Office of External Affairs).
- C.4.6 The Contractor shall meet all obligations under the awarded emergency contract.

C.4.7 The Contractor shall ensure the **Educational Aide** for students who are blind or have visual impairments meet/conduct the following:

- C.4.7.1 The Contractor shall meet the requisites determined by DCPS. The Contractor shall provide to DCPS the college transcript, associate degree, and/or formal assessment scores of all contractors assigned to students with disabilities in any school for which DCPS is the Local Educational Agency (LEA) upon request.
- C.4.7.2 The Contractor shall complete the DCPS security process including drug testing. Assigned educational aides will have appropriately cleared security and drug testing before providing services. Contractor must provide copies of these documents upon request.
- C.4.7.3 The Contractor shall work no more than 8 hours per day for school day services with their assigned students according to a schedule authorized by DCPS.
- C.4.7.4 The Contractor shall, as deem necessary, provide services for extracurricular activities (Monday through Friday and possible weekend events), however these events must be approved by Division of Specialized Instruction (DSI) one week prior. Coordination of services at events will be between school-based point of contact and DSI, not the educational aide.
- C.4.7.5 The Contractor shall conduct and maintain positive, professional relationships with all educational stakeholders to include students, school staff, central office staff, families, and community partners.
- C.4.7.6 The Contractor shall not give out their personal telephone number to parents or communicate with parents directly. The teacher, related service provider, special education coordinator, case manager, or building administrator will be identified by DCPS as the primary point of contact with whom to discuss parental concerns.
- C.4.7.7 The Contractor shall participate in school-based meetings including IEP, Multidisciplinary Team Meeting (MDT) and Manifestation Determination Review (MDR), meetings etc. when student is a participant.
- C.4.7.8 The Contractor shall participate in necessary professional development as determined by the IEP team and approved by DSI.
- C.4.7.9 The Contractor shall accompany their assigned students to all non-academic activities (breakfast, lunch, recess, assemblies, field trips etc.) during the 8-hour school day.
- C.4.7.10 The Contractor shall provide services in a variety of learning environments including incarceration settings.
- C.4.7.11 The Contractor shall provide a point of contact supervisor to interface with DCPS to address any issues or concerns regarding the educational aide.
- C.4.7.12 The Contractor shall immediately communicate with DCPS if the educational aide abruptly leaves and shall provide a replacement for that staff. In case the agency is unable to present such replacement, the agency shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within one calendar day.

Multi-Divisional DCPS Translation and Interpretation Services

- C.4.7.13 The Contractor shall notify DCPS two weeks ahead of time when educational aides will resign. The agency is responsible for finding a replacement within a reasonable time frame (i.e., 2 weeks) agreed upon by DCPS and the Contractor.
- C.4.7.14 The Contractor shall provide a substitute for the educational aide if they are absent within a reasonable time frame agreed upon by DCPS and the Contractor.
- C.4.7.15 The Contractor shall work with DCPS to create a contingency of services plan when a student is truant for 5 or more days in a row.
- C.4.7.16 In the event there is a need to redesign the interpretation delivery system for a student, the Contractor shall collaborate with DCPS in the support and redesign of the service delivery system, in order to achieve maximum efficiency and student outcomes given the resources available.
- C.4.7.17 The Contractor shall provide services according to the need of educational aide support as outlined in this solicitation for the DCPS schools. The required services shall facilitate access to information for students who demonstrate a need for educational aide as determined by the IEP team.
- C.4.7.18 Educational aides shall be allowed two (2) fifteen (15) minute breaks per day. The breaks shall be scheduled with DCPS School Administrator or Classroom Teachers to ensure coverage for their assigned student.
- C.4.7.19 DCPS will be responsible for staff coverage during all breaks of contractor employees.
- C.4.7.20 Educational aides shall accompany students transported via ambulance for emergency events. A DCPS employee will also accompany the student and the contractor.

C.5 CONTRACTOR MINIMUM QUALIFICATIONS

- C.5.1 The Contractor shall have at least ten (10) years of overall corporate experience in providing translation and interpretation services and can demonstrate excellent service in support of a large complex organization.
- C.5.2 The Contractor shall be able to provide in-person services when required or requested, for all service types, especially intervener services, ASL services, and IEP attendance meetings, among other required in-person commitments. DCPS reserves the right to specify whether services need to be in-person or whether services can be virtual.
- C.5.3 The Contractor shall have an online booking system for all program managers (at least 3 per division, for total of at least 18 approvers) to be able to submit requests for in-person or virtual translation and interpretation services. DCPS program managers must be able to review and approve the request before it is officially assigned and/or scheduled by the Contractor.
- C.5.4 The Contractor staff shall possess all legally mandatory required education, experience, certification, and licenses.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for the 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 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

F.1.1 The term of the contract is from December 1, 2025, through September 30, 2026, with no option year periods.

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

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty-day preliminary notice requirement by giving a written waiver to the Contracting Officer before the contract expires.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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 (CA) identified in section G.9 in accordance with the following:

Item Number	Deliverable	Frequency	Format/Method of Delivery	Due Date
1	ASL interpretation hours	As requested	In person and virtual	As Requested, by 9/30/26

2	Full responsibility for all contracted staff and subcontractors undergoes and clear all DCPS pre-employment clearance activities including but not limited to background check and drug testing	As Requested	In Person	Prior to starting the contract performance. The contractor and its staff are prohibited from performing prior to passing background check.
3*	Hiring, Maintaining, and expansion of staff to its full capacity as requested for this contract during the life of this contract at the contractor's expense.	Quarterly and as requested	In person and virtual	As soon as noticed and requested by DCPS.
4	Proof of current certifications and licenses for all staff. DCPS will not pay for staff performing without certificate and license.	Prior to start of contract and requested by DCPS.	Via email	Prior to contract performance and during life of the contract.
5	Staff Replacement. Contractors shall replace any staff leaving within one calendar day after being notified by DCPS.	As requested by DCPS.	In person	As requested by DCPS.
6	Meetings and collaborative discussions.	As requested by DCPS	In person and/or virtual	As requested by DCPS. It can be daily, weekly, monthly, quarterly, yearly.
7	Contract and staff corrective actions	As requested by DCPS	In person and/or virtual	Within time limit set and requested by DCPS.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement once the appropriate financial threshold is met, and then final payment to the Contractor shall be contingent upon section G.3.2. The District understands that the Contractor does not anticipate any new hiring directly related to this engagement.

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. Requirements for invoice submission are described in G.1.2 below.

G.1.2 Bi-weekly, the Contractor shall submit a summary invoice with pdf attachments of all signed delivery tickets and/or invoices for proper review and approval before submission to the vendor portal. Account statements should also be sent monthly or as otherwise specified in Section G.2.

G.1.3 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 Contractor shall also simultaneously submit all invoice packets referenced in G.1.2 above to the assigned DCPS contract administrator or invoicing designee for review. Payment will be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.

The address of the contract administrator is:

Mayra Chong-QuiTorres, Director
Office of Teaching and Learning
1200 First Street, NE
Washington, DC 20002
mayra.cqtorres@k12.dc.gov.

G.2.3 The Contractor shall submit proper invoices upon delivery, and account statements on a monthly basis or as otherwise specified in Section G.2.

G.2.4 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.2.4.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.4.2 Contract number and invoice number;

G.2.4.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.4.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.4.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.4.6 Name, title, phone number of persons preparing the invoice;

G.2.4.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.4.6 above) to be notified in the event of a defective invoice; and

G.2.4.8 Authorized signature.

NOTE: The invoices submitted must be broken down by each program/division as listed in Section B.1.2, corresponding to Section B.3 tables.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, 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 Presentation of a properly executed invoice, and
- b) The amount due on the deliveries warrants it.

G.4.2 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

The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- b) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

G.6.1.2 Any amount of an interest penalty 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 proceedings 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:

Tabitha Woods Jackson
Office of Fiscal Strategy
Contracts and Acquisitions Division
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: tabitha.woods.jackson@k12.dc.gov,

Contract Specialist:
Zahra Hashmi, Senior Contract Specialist
Office of Fiscal Strategy
Contracts and Acquisitions Division
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: zahra.hashmi@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 invoices or vouchers.
- G.9.2 The address and telephone number of the CA is:

Mayra Chong-Qui Torres, Director
Office of Teaching and Learning
1200 First Street, NE, Floor 8
Washington, DC 20002
Email: mayra.cqtorres@k12.dc.gov
Desk: 202-442-4469

For Invoicing support:
Ryan Turgeon, Manager
Office of Teaching and Learning
1200 First St. NE, Floor 8
Washington, DC 20002
Email: ryan.turgeon@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 because of the unauthorized changes.

G.10 ORDERING CLAUSE

- G.10.1 Any supplies and services to be furnished under this contract will be ordered by issuance of delivery orders or task orders or Purchase Orders by the CO after receipt of need from the CA and availability of funds. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract and in accordance with **B.6 REQUIREMENTS REGARDING PRICING, OFFERING, AND ORDERING -1 (a) (b)(c)(d) and (f)**. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

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

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 No.: 35, dated December 3, 2025, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods, and the Contractor may be entitled to an equitable adjustment.

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 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 conditions 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

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

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

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

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service'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 to 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 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

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.8 WAY TO WORK AMENDMENT ACT OF 2006:

- H.6.1 Except as described in H.8.8 below, 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 §2-220.01 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.6.2 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.6.3 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.6.4 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.6.5 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.6.6 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.6.7 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.6.8 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; Page 38 of 65 GAGA-2021-R-0156 Speech Language Pathology Services (RELATED)
 - (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 are constructed or improved by receipt of government assistance from the District of Columbia, provided that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.6.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 et seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1 Except as described in H.8.8 below, 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 §2-220.01 *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.8.2 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.8.3 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.8.4 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.8.5 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.8.6 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.8.7 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.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- 1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - 2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - 3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - 4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - 5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - 6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - 7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia, provided that the tenant or retail establishment did not receive direct government assistance from the District;
 - 8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - 10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of the Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts more than \$250,000, at least 50% 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 50% 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 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE 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.9.1.5 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, 50% 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 50% 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 awarding 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 ensure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor.

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured, or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30 days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8** of the SCP, **Default**.

H.10 FAIR CRIMINAL RECORD SCREENING

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

- H.11.1** 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:
- Any position that enters the school building.
- H.11.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport

children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- N/A

H.11.3 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.11.4 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.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

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

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

- H.11.7** 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.X.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.11.8** 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.11.9** 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.11.10** 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.11.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.11.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.11.13** 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.11.14** 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.11.15** 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.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.10.1.

H.11.17 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.11.18 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.11.19 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.11.20 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.12 HIPAA PRIVACY COMPLIANCE POLICY

The HIPAA Privacy Compliance shall be incorporated into the contract. The Contractor shall download a copy of the HIPAA Privacy Compliance clause from www.ocp.in.dc.gov. The clause can be found under the heading of "Policies/Forms".

H.13 DISTRICT RESPONSIBILITIES

H.13.1 DCPS will be responsible for placing and confirming requests for American Sign Language (ASL) services for qualifying employees.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 Contractor shall deliver services and related supplies that conform to all specifications as provided in this Contract.

H.14.2 Contractor shall notify DCPS of any latest development in industry and service delivery.

H.14.3 Contractor shall participate in and support any DCPS engagement or satisfaction initiatives in accordance with the DCPS mission and to best serve DCPS community.

H.14.4 Contractor shall not deliver services to staff without approval from DCPS.

H.15 CONSEQUENCES NOT MEETING THE CONTRACT STANDARDS

- H.15.1 Legal consequences and ramification starting contract performance without passing DCPS background check and all pre-employment clearances.
- H.15.2 Invoice payment shall be withheld for every day not covered by contractor staff. DCPS reserves the right to hire staff as needed and charge the contractor.
- H.15.3 For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.
- H.15.4 DCPS may not exercise option year with the Contractor.
- H.15.5 DCPS reserves the right to request dismissal of non-performing staff if corrective actions are not taken within 30 days of notice.

H.16 REQUIREMENTS OF PERFORMANCE

- H.16.1 With the exception of a Force Majeure event, the Offeror shall be held responsible for delivering the required natural services to the specified delivery points. If the Offeror fails to deliver, then it shall be responsible for all penalties, late fees, and DCPS' costs for replacement services. Force Majeure is defined as:
 - H.16.2 Force Majeure means any cause beyond the reasonable control of, and without the fault of negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, generally including strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, change in law or applicable regulation subsequent to the date hereof, and action or inaction by federal state or local legislative, executive, administrative or judicial agency or body, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Economic hardship of either party shall not constitute Force Majeure. The inability of the contractor to obtain transportation, to obtain generation contracts or the event of higher actual costs than contracted costs, to the contractor, shall not constitute a Force Majeure.
 - H.16.3 Except for the obligation of a party to make payments under this agreement, if either party is rendered wholly or partly unable to perform its obligations under this agreement because of Force Majeure as defined above, that party shall be excused from whatever performance is affected by the Force Majeure, to the extent so affected, and shall not be liable in damages or otherwise. Either party rendered wholly or partly unable to perform its obligations by reason of Force Majeure shall exercise due diligence to remove the effects of such Force Majeure with all reasonable dispatch.
 - H.16.4 The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure Conditions, setting forth the full particulars in connection therewith and shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of cessation of such condition.

H.17 ADVISORY AND ASSISTANCE SERVICES

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.18 PUBLICITY

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.

H.18 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the 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*.

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 www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS – NOT APPLICABLE

I.2.1 AVAILABILITY OF FUNDS

- I.2.1.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.
- I.2.1.2 The Institution will have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program.

- I.2.1.3 It is further understood that, in the event of cancellation of the contract, the Institution will be responsible for products that have already been delivered in accordance with this contract.

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

- I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and

the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

- I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.

- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.
- I.5.11 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.5.12 Nothing contained in this clause shall imply a license to the District under any patent or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

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 REQUIREMENTS

- 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.

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

B. INSURANCE REQUIREMENTS

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

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 2010 0413 and CG2037 04 13 (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
 - 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. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
 - ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- 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; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), 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 with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, 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 to the CO. The CO will promptly provide in writing to the Contractor

with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

And mailed to the attention of:

Tabitha Woods Jackson
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: 202-442-5136
Email: tabitha.woods.jackson@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

- I.9.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.
- I.9.2 The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).
- I.9.3 During the performance of this contract, the contractor agrees as follows:
 - I.9.3.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following:

- Employment
- Upgrading
- Demotion or transfer
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship

- I.9.3.2 The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- I.9.3.3 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
- I.9.3.4 The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.
- I.9.3.5 The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- I.9.3.6 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- I.9.3.7 In the event of the contractor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The contractor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24,
- I.9.3.8 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- I.9.3.9 The contractor will include the provisions of paragraph (1) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The contractor may request the United States to enter such litigation to protect the interests

of the United States, in the event the contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency.

I.10 ORDER OF PRECEDENCE

I.10.1 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) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS – NOT APPLICABLE

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.12 GOVERNING LAW

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

I.13 DISPUTES

I.13.1 SETTLEMENT OF OFFER PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will refer to the local, state, or Federal authority having proper jurisdiction. Pursuant to 7 CFR §3016.36(b)(12), DCPS must in all instances disclose all information regarding a protest to OSSE. All disputes arising under or relating to the contract shall be resolved as provided herein.

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

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

- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2 360.04.
 - (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide on 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.14 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

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

to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

- (b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
 - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
 - (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.15 ESTIMATED QUANTITIES

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

I.16 CHANGES

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

16. Changes:

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

- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding provides the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor.
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.17 NOTICE OF TERMINATION – 27 DCMR SECTION 3701

- 1 The contracting officer shall terminate a contract for convenience or default by giving written notice to the contractor. The notice shall be hand-delivered, sent by telegram, or sent by certified mail, return receipt requested. The DCPS may terminate the contract for cause, by giving thirty (30) days' written notice.
- b) Neither the Contractor nor the FNS Division 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 FNS Division, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The DCPS reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The DCPS 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 DCPS 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 DCPS will negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The DCPS will give written notice to the Contractor and terminate the right of the Contractor to proceed under this contract if the DCPS 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 DCPS 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 DCPS shall be entitled:
 - 1. 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
 - 2. And 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.
- f) The rights and remedies of the DCPS 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.17.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

I.17.1 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).

I.17.2 TERMINATION FOR DEFAULT

I.17.2 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).

I.18 CONTINUITY OF SERVICES – RESERVED

I.19 CONTRACT WORK HOURS AND SAFETY STANDARDS

I.19.1 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard work week of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

I.20 AND PRICING DATA – RESERVED

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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 Offer
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 N0.: 2015-4281, Revision No.: 34, Date of Revision: 7/8/2025	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 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	No
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	No
J.6	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	Yes
J.7	Certificate of Insurance (Section I.8)	Yes
J.8	Contractor Proposal	Yes

END OF DOCUMENT