



NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

**ISSUED BY:** Office of Contracts and Acquisitions (OCA)  
**ADDRESS:** 1200 First Street, NE, 9<sup>th</sup> Floor, Washington, DC 20002

**CONTRACT NO:** GAGA-2023-C-0324      **SOLICITATION NO:** N/A

**PROGRAM OFFICE:** Office of Teaching and Learning

**CAPTION:** Read 180 and Systems 44 Reading Intervention

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

**ACCOUNTING AND APPROPRIATION DATA:**

**PURCHASE ORDER NUMBER:** TBD

**CONTRACTOR:** (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

**Houghton Mifflin Harcourt**

Contractor's Name

BY: Lisa G. Jacobson  
Signature of Authorized Representative  
Sr. Director, Bids and Contracts

Title  
August 9, 2023

Date

**125 High Street, Boston, MA 02110**  
Mailing Address of Contractor

**(877) 234-7323**      **(800) 724-4716**  
Telephone No.      Facsimile

**ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:**

Contracting Officer

Type or Print Name      Date

The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

**PERIOD OF CONTRACT:**

From: **Date of Award through July 31, 2024**

**CONTRACT AMOUNT: \$251,295.00**

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

**B.1** The District of Columbia Public Schools (“DCPS”), Contracts and Acquisitions on behalf of the Office of Teaching and Learning (“OTL”) is entering into a contract with Houghton Mifflin Harcourt (“Contractor”) to purchase services to provide assessment and intervention programming resources to all DC Public School sites serving secondary grade levels.

**B.2** The District contemplates award of a requirements contract in accordance with 27 DCMR Chapter 24.

**B.3 REQUIREMENTS CONTRACT**

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

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.9. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

**B.4 PRICE SCHEDULE**

<b>Base and Option Years</b>	<b>Period of Performance</b>	<b>Total</b>
Base Year	Date of Award thru July 31, 2024	\$251,295.00
Option Year One	August 1, 2024 thru July 31, 2025	TBD
Option Year Two	August 1, 2025 thru July 31, 2026	TBD
Option Year Three	August 1, 2026 thru July 31, 2027	TBD
Option Year Four	August 1, 2027 thru July 31, 2028	TBD

*\*Should DCPS decide to exercise its unilateral option rights for the option year pursuant to Section F.2 of this contract, the parties agree that prices for the option year will be negotiated and finalized each year at ninety days prior to the expiration of the contract. Although option year prices will be negotiated, in no event shall the option year prices result in prices higher than the contractor’s list price.*

**B.4.1 BASE YEAR (Date of Award thru July 31, 2024)**

Contract Line Item No. (CLIN)	Item Description	ISBN	Estimated Quantity	Price Per Unit	Total Estimated Price
0001	Annual Unlimited Hosting	9780545807982	1	\$50,000.00	\$50,000.00
0002	READ 180 Universal Stage A/ System 44 Upper Elementary Literacy License Digital Student Subscription Package, 1 Year	9781328028457	200	\$99.00	\$19,800.00
0003	READ 180 Universal Stage A Real Book	9781328003362	100	\$24.00	\$2,400.00
0004	System 44 Next Generation Upper Elementary 44 Book Student Edition (Standalone)	9780545501217	100	\$24.00	\$2,400.00
0005	Literacy Intervention License (R180 U Stage A / S44 Upper Elementary) Teacher Subscription	9781328019905	10	\$299.00	\$0.00
0006	Student Subscription Package Read 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year	9781328028464	800	\$99.00	\$79,200.00
0007	Teacher Subscription Literacy Intervention License (R180 U Stage B /S44 Secondary) Teacher Subscription	9781328019936	35	\$299.00	\$0.00
0008	System 44 Next Generation Secondary 44 Book Student Edition (Standalone)	9780545501224	300	\$24.00	\$7,200.00
0009	READ 180 Universal Stage B Real Book	9780545890106	475	\$24.00	\$11,400.00
20010	Student Subscription Package READ 180 Universal Stage C/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year	9781328028471	400	\$99.00	\$39,600.00
0011	Literacy Intervention License (R180 U Stage C /S44 Secondary) Teacher Subscription	9781328019967	25	\$7,475.00	\$0.00
0012	READ 180 Universal Stage C Real Book	9781328003379	200	\$24.00	\$4,800.00

0013	System 44 Next Generation Secondary 44 Book Student Edition (Standalone)	9780545501224	200	\$24.00	\$4,800.00
0014	READ 180 Universal Multi-Team Online Coaching Membership	9781328036902	1	\$14,500.00	\$14,500.00
0015	READ 180 on Ed Online Coaching Membership Grades 3-12	9780358732181	1	\$4,200.00	\$4,200.00
0016	READ 180 Universal Getting Started Live Online 2-Hour	9780545899482	3	\$800.00	\$2,400.00
0017	Read 180 Universal Getting Started Live Online Bundle 6 1-Hour	9781328038760	2	\$2,400.00	\$4,800.00
Total Discount					(\$20,930.00)
Subtotal					\$247,500.00
Shipping and Handling					\$3,795.00
<b>Grand Total for B.4.3</b>					<b>\$251,295.00</b>

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Public Schools, Office of Teaching and Learning requires Houghton Mifflin Harcourt (HMH) to provide materials, implementation support services, and assessment and intervention programming resources. These products encompasses the Reading Inventory (RI), Phonics Inventory (PI), Foundational Reading Assessment (FRA), iRead, Read 180, and System 44. The materials, professional development, and coaching support correlated to these assessments and programs allows students to received research-based and nationally normed remediation support to support the progression towards becoming fluent, proficient readers.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date
1	District of Columbia Standards of Learning	Current
2	Common Core State Standards for English Language Arts	June 2010

### C.3 BACKGROUND

Currently, DCPS has a significant population of students that require an assessment to identify reading deficits and programming to address and gaps in comprehension skills or phonemic awareness identified during literacy testing. Since 2014, DCPS has utilized Houghton Mifflin Harcourt assessments to identify and close the literacy gap. Houghton Mifflin Harcourt, henceforth known as HMH has provided DCPS with assessments and reading intervention curricula, training, and on-site or virtual coaching support. Local data suggest the Reading Inventory and Phonics inventory which has a high correlation to PARCC results, is used in second through twelfth grade. Intervention programming for students identified as requiring additional instructional support is currently offered to students in grades 6th-12th.

**C.3.1** To close the achievement gap, DC Public schools is suggesting guidance to provide reading intervention instruction to all 6th-grade middle school students and 9th-10th grade high school students. This is based on data suggesting the smallest gap in student literacy skills occurs at these grade levels. The Office of Teaching and Learning has implemented several research-based programs to support students reading below grade level. Assessments are required for the beginning of year and end of year gains metrics while intervention instruction in Read 180 and System 44 classes until the student reaches an 800 Lexile. At an 800 Lexile, a student is projected to be able to access the general education ELA curriculum without intervention support that occurs outside of the classroom. The following programs are required to provide reading instruction to students below the level of a proficient reader in SY 19-20.

**C.3.1.1 Read 180.** The READ 180® blended learning instructional model is 45–90 minutes long and is composed of three parts: whole group, direct instruction, small-group rotations, and whole-group wrap-up. The instruction begins with 20 minutes of whole-group direct instruction, in which the teacher provides instruction in reading, writing, vocabulary, and grammar to the entire class. This is followed by rotations of smaller groups of students through three activities:

- Small-group direct instruction, in which the teacher works closely with individual students using an interactive worktext. Instruction focuses on language development, comprehension, vocabulary, writing, and fluency across six workshops. Each workshop is a 4–6-week module that has distinct subject content, focus questions, anchor videos, and career focus. At the end of each workshop, students complete a career-focused, project-based learning assessment.
- Students’ independent use of a computerized READ 180® Student Application that includes six components (called “zones”): (1) Explore, which includes anchor videos with vocabulary activities; (2) Reading, which involves close reading of individualized texts based on a student’s instructional reading level; (3) Language, which includes vocabulary building and practice; (4) Fluency, which includes practice in spelling and reading; (5) Writing, which includes crafting argumentative, narrative, and informative essays; and (6) Success, which includes progressively more complex fluency and comprehension activities.
- Modeled and independent reading designed to build comprehension and accountability. Students can select from over 100 paperbacks, eBooks, or audiobooks using a digital bookshelf or classroom materials.

**C.3.1.2 System 44.** Provides a clear instructional path for teachers during Small-Group Differentiated Instruction. With System 44, teachers deliver direct instruction in phonics, decoding, reading, and writing. Organized around eight Modules that provide enough content for approximately one year of instruction, 80% of nonfiction readings cover a broad range of genres and text types and center around

content-area topics, including Science, Social Studies, and Life Skills. Within each Module, students encounter:

- Anchor media to build background knowledge
- Academic vocabulary that is frontloaded
- Multiple readings that increase in text complexity, with accompanying text-based questions to develop comprehension
- Access to grade-level Stretch texts
- Targeted instruction and practice in phonics skills
- Scaffolded instruction is informative and argument paragraph writing
- Performance-based Research Projects
- Instructional routines to maximize academic discussion and listening skills
- Professional development routines, including Positive Behavioral Interventions & Supports (PBIS)

**C.3.2** Currently, HMH is the only company that sells the Reading Inventory, Phonics Inventory assessment as well as Read 180 and System 44. In an effort to continue providing schools with reliable assessment data as well as high-performing intervention support at all levels of reading, DCPS should continue using the aforementioned HMH products and services.

**C.3.3** Houghton Mifflin Harcourt owns copyright in, and is the sole source publisher of, the Intervention Solutions Group programs:

Reading Inventory™  
Phonics Inventory™  
Read 180®  
System 44®

**C.3.4** Houghton Mifflin Harcourt and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the assessment data as well as high performing intervention support at all levels of reading.

**C.3.5** DCPS understand and agreed that the materials described in Section C are being updated and moved from the SAM platform to the Ed platform. It is further understood and agreed that the materials described in Section C.3.2 and C.3.3 are being retired and will be replaced with newer assessment materials.

#### **C.4 REQUIREMENTS**

**C.4.1** The contractor shall provide the materials and services related to technical support and classroom instruction. For technical support, the vendor will ensure the functionality of all licenses related to the Reading Inventory (RI) assessment, Phonics Inventory (PI) assessment, as well as Read 180 and System 44 instructional licenses. The contractor shall also maintain the functionality of licenses correlated to the reading systems including licenses for educator access and digital supplemental student resources. This includes READ 180, Reading Inventory, and Phonics Inventory student software subscription, and ReaL Book for 1 student. Software to be hosted by HMH.

**C.4.2** The contractor shall provide licenses, technical services, educator resources, student consumables, data reports/presentations, and professional development as purchased by the district for students in grades K-12.

- C.4.3** DCPS reserves the right to allocate licenses to additional DC Public School sites equal to the number of licenses owned by the District.
- C.4.4** The contractor shall ensure all employees entering a DC Public School complete the DCPS background check process including TB testing and fingerprinting.
- C.4.5** The contractor shall submit to the Contract Administrator, verification of clearance before any employee enters a school.
- C.4.6** The Contractor shall ensure that their staff adhere to the District’s mask and health mandates. At the time of this contract formation, the District government requires the wearing of masks inside schools and education facilities and while on duty, this includes all DCPS locations. All contractors and employees must wear a mask regardless of whether they are fully vaccinated.
- C.4.7** The contractor shall provide unlimited District Annual Unlimited Hosting services, includes hosting for an unlimited number of HMH perpetual licenses per district server and receive a mid and end of year Gains Analysis.
- C.4.8** The contractor shall provide READ 180 Universal Stage A/ System 44 Upper Elementary Literacy License Digital Student Subscription Package, 1 Year which includes Literacy Intervention License (R180U Stage A/S44 Upper Elementary), Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH.
- C.4.9** The contractor shall provide student print materials:
- READ 180 Universal Stage A ReaL Book
  - System 44 Next Generation Upper Elementary 44 Book Student Edition (Standalone)
- C.4.10** The contractor shall provide Teacher License 1 Yr Literacy Intervention License (R180 U Stage A / S44 Upper Elementary) Teacher Subscription.
- C.4.11** The contractor shall provide Student Subscription Package- Read 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year, includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH.
- C.4.12** The contractor shall provide Teacher License 1 Yr Literacy Intervention License (R180 U Stage B /S44 Secondary) Teacher Subscription.
- C.4.13** The contractor shall provide Student Print Materials:
- System 44 Next Generation Secondary 44 Book Student Edition (Standalone)
  - READ 180 Universal Stage B ReaL Book
- C.4.14** The contractor shall provide Student Subscription Package - READ 180 Universal Stage C/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year, includes Literacy Intervention License (R180 U Stage C /S44 Secondary) Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH Teacher Subscription
- C.4.15** The contractor shall provide student print materials:

- READ 180 Universal Stage C Real Book
- System 44 Next Generation Secondary 44 Book Student Edition (Standalone)

**C.4.16** The contractor shall provide Literacy Intervention License (R180 U Stage C /S44 Secondary) Teacher Subscription.

**C.4.17** The contractor shall provide READ 180 Universal Multi-Team Online Coaching Membership for students.

**C.4.18** The contractor shall provide READ 180 on Ed Online Coaching Membership Grades 3-12.

**C.4.19** The contractor shall provide student subscriptions:

- READ 180 Universal Getting Started Live Online 2-Hour
- Read 180 Universal Getting Started Live Online Bundle 6 1-Hour

**C.4.19.1** The Getting Started with READ 180 Universal live online courses will prepare participants to successfully start teaching with READ 180 Universal, using the Interchangeable Literacy License. Through a flexible delivery model of multiple live online sessions participants, will learn key program features and experience integral components firsthand. They interpret progress, performance, and assessment data to inform instruction and support students toward reading achievement.

**C.4.20** The Contractor shall provide subscription support to include the following:

- customer success services,
- account manager support,
- roster & classroom setup service,
- student and teacher software updates, and
- student utilization communication sent to teacher, site & District leadership.

**C.4.21** The contractor shall provide technical support to ensure the functionality of all licenses related to the Reading Inventory assessment, Phonics Inventory assessment, as well as Read 180 and System 44 instructional licenses.

**C.4.22** The Contractor shall provide goods and services related to technical support and classroom instruction.

**C.4.23** The contractor shall provide technical support to any DC Public School.

## **C.5 PROGRAM CERTIFICATION**

Coaches, professional development and technical support staff are trained and selected solely by HMH due to copyright restrictions.

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

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



**SECTION E: INSPECTION AND ACCEPTANCE**

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

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from Date of Award through July 31, 2024, as specified on the cover page of this contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (1) 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 (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in the 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**

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 as described in HMH Cost Proposal #008615998:

No.	Deliverables	Quantity	Format/Method of Delivery	Due Date
1	READ 180 Universal Multi-Team Online Coaching Membership	1	Online	Date of Award- July 31, 2024
2	Read 180 Stage A / System 44 Upper Elementary	200 Students 10 Teachers	Software	Date of Award- July 31, 2024
3	Read 180 Stage B / System 44 Secondary Read 180 Stage C/	800 Students 35 teachers	Software	Date of Award- July 31, 2024

	System 44 Secondary Student Subscription Package – 1 Yr			
4	Read 180 Stage C /System 44 Secondary) Teacher Subscription	400 students 25 teachers	Software	Date of Award- July 31, 2024
5	Read 180 Student Subscription Package I Yr	1	Software	Date of Award- July 31, 2024
6	Student Subscription – Transition to Subscription	3	Software	Date of Award- July 31, 2024
8	District Annual Hosting Services	Unlimited		Date of Award – July 31, 2024
9	Assessment Results Report (Student Gains Review)	1	Presentation	Date of Award – July 31, 2024
10	Quarterly progress report and a summative report of the year’s work and progress to the Manager, Secondary Assessment, and Interventions	1	Report	Quarterly

## **SECTION G: CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

District shall pay the total amount as specified in B.4.1 following receipt of a proper invoice from the Contractor.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

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

**G.6.3 Subcontract requirements**

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

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

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

**Brenda Allen**  
**Contracts and Acquisitions Division**  
**Office of Resource Strategy**  
**District of Columbia Public Schools**  
**1200 First Street, NE**  
**Washington, DC 20002**  
**Email: [brenda.allen@K12.dc.gov](mailto:brenda.allen@K12.dc.gov)**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

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

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

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

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

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

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

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

**Mawuena De-Souza**  
**Manager, Secondary Assessments and Interventions**  
**Office of Teaching and Learning**  
**District of Columbia Public Schools**  
**1200 First Street, NE, 8th Floor**  
**Washington, DC 20002**  
E [Mawuena.de-souza@k12.dc.gov](mailto:Mawuena.de-souza@k12.dc.gov)

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

## **G.10 ORDERING CLAUSE**

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

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

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

**H.1.1.1** At least 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. 27, dated June 30, 2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

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

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

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

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy,

childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

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

- (1)** Pay;
- (2)** Accumulated seniority and retirement;
- (3)** Benefits; and
- (4)** Other applicable service credits;

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

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

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

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

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

- (a)** New employees at the commencement of employment;
- (b)** Existing employees; and
- (c)** An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, 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 - THIS SECTION IS NOT APPLICABLE.**

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

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

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

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

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

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



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

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

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

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

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

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 SUBCONTRACTING REQUIREMENTS**

**H.9.1 Mandatory Subcontracting Requirements**

**H.9.1 Subcontracting Requirements**

**H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.

**H.9.1.2** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.3** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.5** 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 by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

## **H.9.3 Copies of Subcontracts**

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

## **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, 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.11 DISTRICT RESPONSIBILITIES**

- H.11.1** DCPS OTL will provide oversight and management of this contract by monitoring and evaluating the performance of the Contractor in accordance with the terms and conditions of this contract.
- H.11.2** DCPS, OTL will provide the contractor with information regarding school implementation and intended usage of program as needed.
- H.11.3** DCPS will provide a point of contact to coordinate training and professional development.
- H.11.4** Materials, training, and professional development allocations will be managed centrally through the Office of Teaching and Learning.

## **H.12 CONTRACTOR RESPONSIBILITIES**

- H.12.1** The Contractor shall provide on-going insight and input into program implementation, working in collaboration with the Manager, Secondary Reading Intervention, school leadership, teachers, and the Office of the Teaching and Learning to ensure best practices and effective implementation.
- H.12.2** The Contractor shall report the progress of trainings, on-site visits, and any information impacting student outcomes inclusive of a formal quarterly progress report and a summative report of the year’s work and progress to the Manager, Secondary Reading Interventions.
- H.12.3** The contractor shall provide a report of student outcomes in a PowerPoint presentation no less than 3 weeks from the close of the beginning of year, middle of year, and end of year testing.
- H.12.4** The Contractor shall provide subscription support including customer success services, account manager support, roster & classroom setup service, student and teacher software updates, and student utilization communication sent to teacher, site & district leadership.

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

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

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

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

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

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

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

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

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

(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; Sexual assault; sexual battery; or sexual abuse; but excluding sodomy between Consenting adults;

(viii) Child abuse or cruelty to children; or

(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

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

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

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

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

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

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

- H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.13.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.13.1 and H.13.2.
- H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.13.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.13.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

- H.14** To protect students and personnel from exposure to coronavirus (COVID-19), contractor and contractors’ employees shall follow health guidelines from the DC Department of Health and comply with all DCPS visitor and other policies regarding building entry, health screenings, face coverings, social distancing, and any other health and safety measures outlined in DCPS policies.

## **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](http://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**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

#### **A. Definitions**

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

limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

## **B. Title to Project Deliverables**

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

## **D. Subcontractor Rights**

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



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

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

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

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

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor

and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

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

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

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

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

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

Crime Insurance (3<sup>rd</sup> Party Indemnity) - The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence.

Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been

physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act.

Installation-Floater Insurance - For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

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 \$2,000,000 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.

Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$3,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

Commercial Umbrella Liability. The Contractor shall provide evidence satisfactory to the CO of commercial umbrella liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000

in the annual aggregate, following the form and in excess of the underlying employers' liability, commercial general liability, and commercial automobile liability policies, with an effective date that is concurrent with such liability policies. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

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

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

**D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

**F. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

**The Government of the District of Columbia**

**And mailed to the attention of:  
Brenda Allen, Contracting Officer  
District of Columbia Public Schools**

**Office of Contracts and Acquisitions**  
**1200 First Street, NE – 9<sup>th</sup> Floor**  
**Washington, DC 20002**  
**E-mail: [brenda.allen@k12.dc.gov](mailto:brenda.allen@k12.dc.gov)**

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

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

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **I.10 ORDER OF PRECEDENCE**

The contract awarded will contain the following clause:

##### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document (pages 1-33)
- (3) Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contract dated July 2010
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's Proposal No. 008615998

#### **I.11 DISPUTES**

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia

Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

**14. Disputes**

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

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

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

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

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

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

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

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

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.



- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.12 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 27, dated June 30, 2023
<b>J.3</b>	Contractor’s Proposal #008615998, pages 4 of 4
<b>J.4</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.6</b>	Campaign Refinance Reform Amendment Act of 2018 (CFRAA) (D.C. Law 22-250; D.C. Official Code 1-1001.03 et seq) effective date November 9, 2022”
<b>J.7</b>	DCPS SY23-24 Book Order HMH Materials Drop Ship Spreadsheet