

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia				1. Caption		Page 1 of 58 Pages			
				Multi Divisional Translation Services		1	58		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued			
		GAGA-2026-I-0162A		☒ Sealed Bid (IFB) ☐ Sealed Proposals (RFP) ☐ Other		May 12, 2026			
								6. Type of Market	
								☒ Open ☐ Set Aside ☐ Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Contracts and Acquisitions Division 1200 First Street N.E., 9 th floor Washington, D.C. 20002				8. Address Offer to: dcpsoca.inquiries@k12.dc.gov					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers and/or Bids for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, no later than 1:00pm EST Tuesday, May 19, 2026 .									
CAUTION: Late Submissions, Modifications, and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact		A. Name		B. Telephone Number		C. E-mail Address			
		Aaron Street		Phone	202.442.5120	aaron.street@k12.dc.gov			
11. Table of Contents									
(X)	Section	Description	Page	(X)	Section	Description	Page		
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	35 to 49		
X	B	Supplies or Services and Price/Cost	2 to 8	PART III- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	8 to 14	X	J	List of Attachments	49 to 50		
X	D	Packaging and Marking	14	PART IV- REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	14	X	K	Representations, Certifications, and other Statements of Offerors	51		
X	F	Deliveries or Performance	14 to 17						
X	G	Contract Administration Data	17 to 22						
X	H	Special Contract Requirements	22 to 35						
X				X	L	Instructions, Conditions & Notices to Offerors	51 to 56		
				X	M	Evaluation Factors for Award	56 to 58		
OFFER									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above, to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %			
						___ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number	Date		
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			☐ 15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)							
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items numbered			20. Amount		21 Accounting and Appropriation Data				
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)		24. Award Date		

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Public Schools (District) is seeking a contractor to provide Language Access Services (Interpretation and Translation) services to all District of Columbia Public Schools (DCPS) qualifying students, families, and employees. The Contractor will support Language Access services for multiple divisions within DCPS, and share common services while providing specific program/division-related services.

B.1.2 DCPS contemplates awarding one contract but reserves the right to award multiple awards as deem beneficial to DCPS.

B.1.3 DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent contracts executed between the Contractor and DCPS.

B.1.4 DCPS reserves the right to add additional points of service and related supply delivery.

B.1.5 DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent contracts executed between the Contractor and DCPS.

B.1.6 The award will be made based on fair and reasonable pricing of the proposed services with the best value for DCPS. This is a Firm-fixed Contract with a fixed priced 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.2 The District contemplates award of DCPS contemplates award of a Firm-fixed contract with firm-fixed pricing for services in accordance with 27 DCMR Chapter 24.

B.3 Basis and Award of Bid

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

B.4 PRICE/COST SCHEDULE

This contract is a large multi-divisional contract encompassing many separate divisions with DC Public Schools. The price/cost schedule below lays out the multiple divisions that are a part of this contract.

B.4.A: Language Access Services (Interpretation & Translation)

B.4.A.1 Language Acquisition Division – Language Access Services (Interpretation & Translation)

B.4.A.2 Office of External Affairs - Language Access Services (Interpretation &

Translation)

B.4.A.3 Office of the General Counsel - Language Access Services (Interpretation & Translation)

B.4.A.4 Early Childhood Division - Language Access Services (Interpretation & Translation)

B.4.A.5 Early Stages Division - Language Access Services (Interpretation & Translation)

B.4.A.6 DSI - Specialized Instruction - Language Access Services (Interpretation & Translation)

B.5 B.5 PRICE SCHEDULE/COST SCHEDULE – REQUIREMENTS CONTRACT

B.5.1 PRICE SCHEDULE – Requirements Contract with fixed hourly rate price CLINs

B.5.2 BASE YEAR October 1, 2026, through September 30, 2027

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

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.4.A.1)	Educational Interpreters Regular School Year (FY), and Extracurricular Activities.	\$_____/per hour	1500 hours	\$_____
0002 -- Office of External Affairs - Interpretation for families, Translation and Interpretation Services. (Section B.4.A.2)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	60 hours	\$_____
0003 -- Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. (Section B.4.A.3)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	0 hours	N/A
0004 -- Early Childhood Division - Translation and Interpretation Services. (Section B.4.A.4)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	100 hours	\$_____

0005 -- Early Stages Division - Translation and Interpretation Services. (Section B.4.A.5)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	750 hours	\$_____
0006 -- DSI - Specialized Instruction, Translation and Interpretation Services. (Section B.4.A.6)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	3,850 hours	\$_____
Grand Total for B.5.2				\$_____

B.5.3 OPTION YEAR ONE**October 1, 2027, through September 30, 2028**

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

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.4.A.1)	Educational Interpreters Regular School Year (FY), and Extracurricular Activities.	\$_____/per hour	1500 hours	\$_____
0002 -- Office of External Affairs - Interpretation for families, Translation and Interpretation Services. (Section B.4.A.2)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	60 hours	\$_____
0003 -- Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. (Section B.4.A.3)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	0 hours	N/A
0004 -- Early Childhood Division - Translation and Interpretation Services. (Section B.4.A.4)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	100 hours	\$_____
0005 -- Early Stages Division - Translation and Interpretation Services. (Section B.4.A.5)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	750 hours	\$_____
0006 -- DSI - Specialized Instruction, Translation and Interpretation Services. (Section B.4.A.6)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	3,850 hours	\$_____

Grand Total for B.5.3		\$ _____
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B.5.4 OPTION YEAR TWO**October 1, 2028, through September 30, 2029**

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

Contract Line-Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001A -- Language Acquisition Division - Translation and Interpretation Services. (Section B.4.A.1)	Educational Interpreters Regular School Year (FY), and Extracurricular Activities.	\$_____/per hour	1500 hours	\$_____
0002 -- Office of External Affairs - Interpretation for families, Translation and Interpretation Services. (Section B.4.A.2)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	60 hours	\$_____
0003 -- Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. (Section B.4.A.3)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	0 hours	N/A
0004 -- Early Childhood Division - Translation and Interpretation Services. (Section B.4.A.4)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	100 hours	\$_____
0005 -- Early Stages Division - Translation and Interpretation Services. (Section B.4.A.5)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	750 hours	\$_____
0006 -- DSI - Specialized Instruction, Translation and Interpretation Services. (Section B.4.A.6)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	3,850 hours	\$_____
Grand Total for B.5.4				\$ _____

B.5.5 OPTION YEAR THREE October 1, 2029, through September 30, 2030

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

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.4.A.1)	Educational Interpreters Regular School Year (FY), and Extracurricular Activities.	\$_____/per hour	1 500 hours	\$_____
0002 -- Office of External Affairs - Interpretation for families, Translation and Interpretation Services. (Section B.4.A.2)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	60 hours	\$_____
0003 -- Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. (Section B.4.A.3)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	0 hours	N/A
0004 -- Early Childhood Division - Translation and Interpretation Services. (Section B.4.A.4)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	100 hours	\$_____
0005 -- Early Stages Division - Translation and Interpretation Services. (Section B.4.A.5)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	750 hours	\$_____
0006 -- DSI - Specialized Instruction, Translation and Interpretation Services. (Section B.4.A.6)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	3,850 hours	\$_____
Grand Total for B.5.5				\$_____

B.5.6 OPTION YEAR FOUR October 1, 2030, through September 30, 2031

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

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.4.A.1)	Educational Interpreters Regular School Year (FY), and Extracurricular Activities.	\$_____/per hour	1 500 hours	\$_____
0002 -- Office of External Affairs - Interpretation for families, Translation and Interpretation Services. (Section B.4.A.2)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	60 hours	\$_____
0003 -- Office of the General Counsel - Interpretation for Adults (families) ASL Interpretation. (Section B.4.A.3)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	0 hours	N/A
0004 -- Early Childhood Division - Translation and Interpretation Services. (Section B.4.A.4)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	100 hours	\$_____
0005 -- Early Stages Division - Translation and Interpretation Services. (Section B.4.A.5)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	750 hours	\$_____
0006 -- DSI - Specialized Instruction, Translation and Interpretation Services. (Section B.4.A.6)	Educational Interpreters Regular School Year and Extracurricular Activities	\$_____/per hour	3,850 hours	\$_____
Grand Total for B.5.6				\$_____

B.6 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.7 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.A LANGUAGE ACCESS SERVICES (INTERPRETATION AND TRANSLATION) SCOPE OVERVIEW

The Contractor shall provide Language Access Services (Interpretation and Translation) services to all District of Columbia Public Schools (DCPS) qualifying students, families, and employees. 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, and include 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.

The Contractor will support Language Access Services for multiple divisions within DCPS, and share common services while providing specific program/division-related services. Each division/program will have a separate scope of work and separate CLIN lines to manage multiple budget streams.

C.1.B AMERICAN SIGN LANGUAGE SERVICES (INTERPRETATION) SCOPE OVERVIEW

The Contractor shall provide American Sign Language Services (Interpretation) services to all District of Columbia Public Schools (DCPS) qualifying students, families, and employees. This effort is intended to ensure that the District complies with specific needs and requirements pertaining to 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.

The Contractor shall, while under the direction of a certified Special Education Teacher, provide interpretation services to students 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).

Video Remote Interpreting (VRI) shall be provided 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 professionally 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. DCPS is not responsible for providing the contractor's Video Remote Interpreting technology.

The Contractor will support American Sign Language Services (Interpretation) services for multiple divisions within DCPS, and share common services while providing specific program/division-related services.

C.2 APPLICABLE DOCUMENTS

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

	Document Type	Title	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 and Title II of the Americans with Disabilities Act (ADA)/ Individuals with Disabilities Act 2004	https://www.eeoc.gov/statutes/titles-i-and-v-americans-disabilities-act-1990-ada ; http://idea.ed.gov
3	District Law	D.C. Language Access Act of 2004	chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://ohr.dc.gov/sites/default/files/dc/sites/ohr/publication/attachments/LanguageAccessActRegulations-English.pdf
4	District Law	DC Human Rights Act of 1977	https://code.dccouncil.gov/us/dc/council/code/titles/2/chapters/14
5	District Law	DC Code §32–1231.02	https://code.dccouncil.gov/us/dc/council/code/sections/32-1231.01
6	Federal Law	Americans with Disabilities Act 2008	http://www.access-board.gov/about/laws/ada-amendments.htm
7	DCPS Calendar	DCPS School Calendar	http://dcps.dc.gov/DCPS/About+DCPS/Calendars

C.3 DEFINITIONS

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

C.3.1 Educational Aides-- also known as teacher assistants, perform teaching tasks to support fully licensed lead teachers. As an educational aide, responsibilities could range from assisting with classroom activities and lesson planning to providing students with one-on-one guidance and handling behavioral or medical issues.

C.3.2 Special Education – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program

C.3.3 Students with Disabilities – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.

C.3.4 Family Educational Rights and Privacy Act (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.3.5 Free, Appropriate Public Education (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).

C.3.6 Health Insurance Portability and Accountability Act (HIPPA) – the Act guarantees patient's rights and protections against the misuse or disclosure of their health records.

C.3.7 Limited English Proficient (LEP) individual is someone who does not speak English as their primary language and who has difficulty reading, speaking, writing, or understanding English well enough to fully participate in services, programs, or activities. This term is commonly used in federal civil rights laws and guidance—especially under Title VI of the Civil Rights Act of 1964—to ensure that individuals with limited English ability receive meaningful access to public services.

C.3.8 Non-English Proficient (NEP) individual is someone who does not speak or understand English and has little to no ability to communicate in English. NEP is considered a subset of LEP, representing individuals with low levels of English proficiency, requiring more intensive language access support such as interpretation or translated materials.

C.3.9 Vital documents are generally defined as applications, notices, complaint forms, legal contracts, and outreach materials published in paper or electronic format that inform individuals about their rights or eligibility requirements for benefits and participation, and it is within DCPS' purview to define specific materials.

C.3.10 Special Education school-based meetings include, but are not limited to:

Individualized Education Plan (IEP) meetings, Multidisciplinary Team Meetings (MDT), and Manifestation Determination Review (MDR) meetings.

C.4 BACKGROUND**C.4.A. LANGUAGE ACCESS SERVICES (INTERPRETATION AND TRANSLATION)****BACKGROUND**

The District of Columbia Public Schools (DCPS) mission is to ensure that students reach their full potential through rigorous and joyful learning experiences provided in a nurturing environment. Reaffirming DCPS' mission to provide a world-class education regardless of background or circumstance, language access helps build and maintain a strong relationship of inclusion with the District of Columbia's linguistically and culturally diverse communities who do not use English as a primary language.

The DC Language Access Act requires DCPS to provide written translations of vital documents into any non-English language spoken by an LEP/NEP population that constitutes 3% or 500 individuals, whichever is less, of the population served or encountered, or likely to be served or encountered. Vital documents are generally defined as applications, notices, complaint forms, legal contracts, and outreach materials published in paper or electronic format that inform individuals about their rights or eligibility requirements for benefits and participation and leaves it up to agencies to define specific materials.

C.5 REQUIREMENTS**C.5.A LANGUAGE ACCESS SERVICES (INTERPRETATION AND TRANSLATION) REQUIREMENTS**

C.5.A.1 The Contractor will 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) qualifying individuals served by the District of Columbia. The Contractor agrees this effort is 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.

C.5.A.2 The Contractor shall provide comprehensive, high-quality translation services—including translation, revision, and finalization, of documents, forms, notices, digital content, and other vital written materials, ensuring accuracy, cultural and linguistic appropriateness, and timely delivery in all languages requested by DCPS, including but not limited to: Amharic, Arabic, Chinese-Mandarin and Cantonese, French, Korean, Spanish, and Vietnamese. Examples of DCPS vital documents include but are not limited to the following:

- Enrollment forms, guides, outreach materials
- Intake forms & surveys
- Website translation for sites and platforms with specific and dynamic code

- Notices, letters, and newsletters
- Policies
- Social media posts
- Registrations and applications
- Graphics and charts
- Calendars
- PowerPoint presentations and other presentations

C.5.A.3 The Contractor shall provide high-quality translation services for all family-facing DCPS events and initiatives—including the translation of promotional materials, surveys, applications, guidance documents, flyers, digital content, and application submissions in all requested languages, for activities such as the Back to School Information Sessions, Back to School Block Party, Panorama Family Survey, Chancellor’s Parent Advisory Board recruitment, Public Budget Hearing, community engagement events, Night at Nationals Park, the Parent Organization Toolkit, the Title I Family Engagement Policy, and more.

C.5.A.4 When specifically requested by DCPS, the Contractor shall perform quality checks on internally translated materials—including accuracy verification, terminology and glossary compliance, formatting review, and cultural and linguistic appropriateness—to ensure translations meet the required quality and consistency standards.

C.5.A.5 When specifically requested by DCPS, the Contractor shall ensure we are in compliance with the following: the Early Stages DL lawsuit requires an initial translation, and a second review conducted by a different person, for translations of family-facing special education publications, which must be reviewed for accuracy and readability by a native speaker of the language. This second reviewer must not be the person who completed the initial translation. The final translated document must be at a reading level in the translated language that is comparable to the reading level of the original English document. This requirement is related to active litigation (D.L. v District of Columbia).

C.5.A.6 The Contractor shall provide time-sensitive translation services when specifically requested by DCPS, delivering accurate, high-quality translations of DCPS documents and communications within 1–2 business days of request submission, while ensuring linguistic accuracy, cultural appropriateness, and adherence to all DCPS confidentiality and data-security requirements.

C.5.A.7 The Contractor shall provide comprehensive general interpretation services—including consecutive and simultaneous interpretation delivered in-person or virtually, as well as audio and video recordings and interpreted recordings—to ensure full language access for DCPS students, families, and employees. Simultaneous and consecutive interpretation services will be provided for spoken languages, including but not limited to: Amharic, Chinese (Mandarin), French, Spanish, and Vietnamese.

C.5.A.8 The Contractor shall provide large-scale and special-event interpretation services for district-wide events—including back-to-school nights, orientations, the annual block party, DCPS strategic-plan engagement events, hybrid engagement activities, and graduations and Promotions at arenas and university auditoriums—**by supplying qualified interpreters, interpretation equipment capable of functioning in high-noise large venues, sufficient equipment receivers for all participants (ranging from 5 to 150 attendees)**. The contractor shall provide on-site staffing to distribute and collect devices during large-scale events, and participate in required venue walkthroughs as needed, in order to ensure full and equitable language access for all participants.

C.5.A.9 The Contractor shall provide interpretation services for DCPS employees, including administering language-proficiency screenings for school-based and central-office staff—such as bilingual school counselors, classroom aides in dual-language programs, and bilingual personnel across DCPS Headquarters/Central Services, to ensure accurate assessment of staff language capabilities and support high-quality language access across the district.

C.5.A.10 The Contractor shall provide interpretation services for student-facing school-based activities—including intake meetings related to complaints or supports (such as bullying, discrimination, mental health), CTE and college-and-career events, restorative-justice and counseling groups, attendance-recognition events, parent-teacher conferences, career days, student-led conferences, study-abroad and application sessions, student budget townhalls, and other student-engagement activities—to ensure equitable language access for all students.

C.5.A.11 The Contractor shall provide in-person and virtual interpretation services for all IEP meetings and related special education activities—ranging from approximately 10 to 45 meetings per month—including consecutive or simultaneous interpretation as requested by schools or families, and shall deliver accurate, high-quality language access in DCPS’s top languages (Amharic, Chinese, French, Spanish, Vietnamese) and any additional languages requested by families (e.g., Arabic, German, Italian, Japanese, Oromo, Urdu, and more depending on the DCPS student population enrolled and that requires Special Education services), covering all associated documents and communications such as IEPs, Special Education-related materials, letters, guides, and external-facing content.

C.5.A.12 The Contractor shall provide consecutive interpretation services for in-person Special Education (SPED) evaluations—ranging from approximately 5 to 50 evaluations per month—and shall ensure high-quality interpretation in all top DCPS languages as well as any additional language required by the student.

C.5.A.13 The Contractor shall provide in-person and virtual interpretation services for family-facing DCPS events—including simultaneous interpretation for the Back to School information sessions, in-person simultaneous interpretation for approximately 40 families at the Back to School Block Party, interpretation for public budget hearings, and interpretation for approximately up to 30 families at community engagement events—ensuring equitable language access across DCPS’s top languages.

C.5.A.14 The Contractor shall ensure interpreters and staff conduct and maintain positive, professional relationships with all educational stakeholders to include students, school staff, central office staff, families, and community partners.

C.5.A.15 The Contractor shall ensure that interpreters do not give out their personal telephone number to parents or communicate with parents directly. The interpreter should communicate directly with the DCPS primary point of contact.

C.5.A.16 Contractor shall maintain attendance records for all interpretation and translation sessions, including sign-in sheets, in accordance with OHR Language Access Program requirements, and shall submit these records to the District upon request.

C.5.A.17 Contractor shall maintain and communicate a clear process for quality improvements and address interpretation and translation services complaints, including timely acknowledgment, documentation, and resolution of all complaints, and shall provide this process to the District upon request.

C.5.A.18 The Contractor shall provide an online booking system that allows DCPS employees to submit requests for language access services, enabling DCPS Program Managers within each division to review and approve requests, and automatically route approved requests to the Contractor for assignment and scheduling.

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 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 October 1, 2026, through September 30, 2027, with four one-year Option Year to be exercised solely at the DCPS's discretion.

Years	Period of Performance (POP)
Base Period	October 1, 2026, to September 30, 2027.
Option Year One	October 1, 2027, through September 30, 2028.

Option Year Two	October 1, 2028, through September 30, 2029.
Option Year Three	October 1, 2029, through September 30, 2030
Option Year Four	October 1, 2030, through September 30, 2031

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 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 an option year, 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 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 identified in section G.9 in accordance with the following:

F.3.A LANGUAGE ACCESS SERVICES (INTERPRETATION AND TRANSLATION) DELIVERABLES

<i>CLIN</i>	<i>Deliverable</i>	<i>Format and Method of Delivery</i>	<i>Due Date</i>
1. Language Acquisition Division – Language Access Services (Interpretation & Translation)	Language Access Services (Interpretation and Translation) -Translation of Vital Documents upon agreed timelines.	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>

	-Interpretation of in-person or virtual events, meetings, etc., as agreed upon.		
2. Office of External Affairs - Language Access Services (Interpretation & Translation)	Language Access Services (Interpretation and Translation) -Translation of Vital Documents upon agreed timelines. -Interpretation of in-person or virtual events, meetings, etc., as agreed upon.	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>
3. Office of the General Counsel - Language Access Services (Interpretation & Translation)	Language Access Services (Interpretation and Translation) -Translation of Vital Documents upon agreed timelines. -Interpretation of in-person or virtual events, meetings, etc., as agreed upon.	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>
4. Early Childhood Division - Language Access Services (Interpretation & Translation)	Language Access Services (Interpretation and Translation) -Translation of Vital Documents upon agreed timelines. -Interpretation of in-person or virtual events, meetings, etc., as agreed upon.	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>
5. Early Stages, ECE Division - Language	Language Access Services	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>

Access Services (Interpretation & Translation)	(Interpretation and Translation) -Translation of Vital Documents upon agreed timelines. -Interpretation of in- person or virtual events, meetings, etc., as agreed upon.		
6. DSI - Specialized Instruction - Language Access Services (Interpretation & Translation)	Language Access Services (Interpretation and Translation) -Translation of Vital Documents upon agreed timelines. -Interpretation of in- person or virtual events, meetings, etc., as agreed upon.	<i>In-person and virtual</i>	<i>10/1/2026-9/30/2027</i>
	Total		

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL (electronic)

G.2.1 The Contractor shall create and submit applications for payment 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** 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** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

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.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice

must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT ACT (Feb 2019)

G.6.1 Interest Penalties to Contractors

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

G.6.1.1.1 The date on which payment is due under the terms of this contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 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 shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th day after any other required payment date.
- 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 is a party. The District 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.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

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:

Aaron Street, 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: aaron.street@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 ADMINSTRATOR (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:**Mayra Chong-Qui Torres**

Director, Office of Teaching and Learning, Strategy & Operations

1200 First St., NE (Floor 8)

Washington, DC 20002

202-442-4469

Mayra.cqtorres@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.**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 **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable

accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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 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 as supplemented and modified by this Contract**.
- 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;

- (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** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a 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.9.1 Subcontracting Requirements

- H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) **has not 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 to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.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 a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

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

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

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

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

H.11 SPECIAL CONTRACT REQUIREMENTS

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 volunteers 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 CONTRACTOR RESPONSIBILITIES

H.12.1 The vendor shall provide an online booking system that allows DCPS employees to submit requests for language access and ASL services, enabling DCPS Program Managers within each division to review and approve requests, and automatically route approved requests to the vendor for assignment and scheduling.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

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

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

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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").
- c)

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 \$2,000,000 per occurrence and \$2,000,000 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.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all 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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB 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, Clause C.5.A.5, D.L. v. District of Columbia
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 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 CHANGES (Feb 2019)

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

15. Changes

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work

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

- (1) Agrees with the 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 thirty (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 five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (e) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (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 clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 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 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	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	Yes
J.7	Certificate of Clean Hands	Yes
J.8	Bidder/Offeror Certification Form	Yes
J.9	Contractor Proposal	Yes
J.10	Certificate of Tax Affidavit	Yes
J.11	All licenses as required in this Solicitation	Yes
J.12	Insurance Certificate (Clause I.18)	Yes
J.13	W-9 https://ocp.dc.gov .	Yes
J.14	Subcontracting Plan https://ocp.dc.gov .	Yes
J.15	Pass Master Supplier Form: https://ocp.dc.gov .	Yes

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
under Quick Links click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid. Bidders(s) are required to bid on all in CLIN(s) to be considered.

L.2 BID SUBMISSION DATE AND TIME

- L.2.1** Proposals must be submitted electronically via email at:
dcps.procurementops@k12.dc.gov. **no later than 1:00pm EST Tuesday, May 19, 2026.**
- L.2.2** All attachments shall be submitted as a **.pdf** file. The District will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.6** The bidder shall complete, sign, and submit its initial **First Source** Employment Plan and all Representations, Certifications, and Acknowledgments as appropriate. Failure to do so may result in the bid being rejected.
- L.2.7** The bidder shall complete, sign, and submit its initial Equal Employment Opportunity Compliance and related documents.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the District's E-Sourcing system at any time before the closing date and time for receipt of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**L.5.1 Late Submissions**

The District's E-Sourcing system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

L.5.2 Late Modifications

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

L.6 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions related to this solicitation, they should submit the questions electronically via dcps.procurementops@k12.dc.gov. The prospective bidder must submit their questions by N/A. The District may not consider any questions received after N/A. The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO determines that information is necessary for submitting bids or if its absence would be prejudicial to any prospective bidder. Oral explanations or instructions provided by District officials prior to the award of the contract will not be binding.

L.8 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals

Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via (dcps.procurementops@k12.dc.gov). The District must receive the acknowledgment by the specified date and time for proposal receipt. A bidder's failure to acknowledge an amendment may result in the rejection of its offer.

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.12 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of bidder;

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 BID OPENING

L.14.1 Bids shall be submitted and received by DCPS by **1:00pm EST Tuesday May 19, 2026.**

L.14.2 The District's bid opening will be conducted virtually. Attendees, please use the link below to join the bid opening on **Tuesday, May 19, 2026, 2:00pm to 2:30pm EST.**

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29321667214875?p=RbZu0BiRLG7ulMO9bt>

Meeting ID: 293 216 672 148 75

Passcode: bH7eD9VY

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 202-539-8006,,151047742#](#) United States, Washington

[Find a local number](#)

Phone conference ID: 151 047 742#

Join on a video conferencing device

Tenant key: dcpscvi@m.webex.com

Video ID: 111 508 104 6

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.15 GENERAL STANDARDS OF RESPONSIBILITY

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;

- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.16 SPECIAL STANDARDS OF RESPONSIBILITY

L.16.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District successful experience with a similar scope of work, providing language access services (translation and interpretation), and/or American Sign language services (Interpretation), for a large agency, including services for students, employees, and family members. The bidder must submit with its bid confirmation that they have an online booking system: **The Contractor shall provide an online booking system that allows DCPS employees to submit requests for language access services**, enabling DCPS Program Managers within each division to review and approve requests, and automatically route approved requests to the Contractor for assignment and scheduling.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

- M.1.4.1** Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.1.4.2** Any bidder seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program

441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

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