

<b>SOLICITATION, OFFER, AND AWARD</b> Government of the District of Columbia				1. Caption		Page of Pages	
				Dedicated Paraprofessionals		1	63
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		<b>GAGA-2015-R-0034</b>			Sealed Bid (IFB)		
				X	Sealed Proposals (RFP)		
					Other		
						6. Type of Market	
						Open	
						Set Aside	
						Open with Sub-Contracting Set Aside	
7. Issued By:				8. Address Offer to:			
District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, N.E., 11 <sup>th</sup> floor, Washington, D.C. 20002				Same as Block 7			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in <b>electronic format (USB flash drive) and one (1) original and three (3) copies</b> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 11 <sup>th</sup> floor, until <b>4:00 p.m. local time on Tuesday August 4, 2015</b>							
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	
		Sally Ibrahim		202 442.5128 Fax		<a href="mailto:Sally.Ibrahim2@dc.gov">Sally.Ibrahim2@dc.gov</a>	
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<b>OFFER</b>							
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	Date	Amendment Number	Date	
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date
(Area Code)	(Number) (Ext)						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
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**

**B.1.** The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Specialized Instruction (OSI), is soliciting proposals from offerors to staff instructional, behavioral, and medical paraprofessionals that meet the requisite credentials for highly qualified paraprofessionals outlined in the No Child Left Behind Act of 2002 who have the capacity to provide support for students who qualify for dedicated one on one paraprofessional support as determined by the Individualized Educational Plan (IEP) team in an urban setting for an estimated 200 DCPS students for the school year term and the extended school year term year-round.

**B.2.** DCPS shall award a labor hour type contract with payment based on the fixed hourly prices set forth in Section B.3. Price Schedule.

### **B.3. PRICE SCHEDULE**

**B.3.1.** The hourly rate should include all direct and indirect cost associated with providing services per statement of work, Section C.

**B.3.2.** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. 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.17. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.

#### **B.3.3. BASE YEAR**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
001	Instructional Paraprofessionals	14,700	Hour	\$ -----	\$ -----
002	Behavioral Paraprofessionals	148,725	Hour	\$ -----	\$ -----
003	Medical Paraprofessionals (nurses)	30,205	Hour	\$ -----	\$ -----
<b>Estimated Base Year Total Price</b>					<b>\$ -----</b>

**B.3.4. OPTION YEAR ONE**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
1001	Instructional Paraprofessionals	14,700	Hour	\$ -----	\$ -----
1002	Behavioral Paraprofessionals	148,725	Hour	\$ -----	\$ -----
1003	Medical Paraprofessionals (nurses)	30,205	Hour	\$ -----	\$ -----
<b>Estimated Option Year One Total Price</b>					<b>\$ -----</b>

**B.3.5. OPTION YEAR TWO**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
2001	Instructional Paraprofessionals	14,700	Hour	\$ -----	\$ -----
2002	Behavioral Paraprofessionals	148,725	Hour	\$ -----	\$ -----
2003	Medical Paraprofessionals (nurses)	30,205	Hour	\$ -----	\$ -----
<b>Estimated Option Year Two Total Price</b>					<b>\$ -----</b>

**B.3.6. OPTION YEAR THREE**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
3001	Instructional Paraprofessionals	14,700	Hour	\$ -----	\$ -----
3002	Behavioral Paraprofessionals	148,725	Hour	\$ -----	\$ -----
3003	Medical Paraprofessionals (nurses)	30,205	Hour	\$ -----	\$ -----
<b>Estimated Option Year Three Total Price</b>					<b>\$ -----</b>

**B.3.7. OPTION YEAR FOUR**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
4001	Instructional Paraprofessionals	14,700	Hour	\$ -----	\$ -----
4002	Behavioral Paraprofessionals	148,725	Hour	\$ -----	\$ -----
4003	Medical Paraprofessionals (nurses)	30,205	Hour	\$ -----	\$ -----
<b>Estimated Option Year Four Total Price</b>					<b>\$ -----</b>

**B.3.8. TOTAL ESTIMATED PRICE FOR BASE AND FOUR OPTION YEARS**

\$ \_\_\_\_\_

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

### **C.1. BACKGROUND**

The District of Columbia Public Schools (DCPS) has students with disabilities that require the services and supports of a dedicated one on one aide pursuant to their Individual Education Plan (IEP). A process has been developed and implemented throughout the District to ensure these services and supports are only provided to students who require them to access the curriculum and make meaningful progress toward identified goals and objectives. There are three types of dedicated aides: instructional, behavioral, medical.

The school district does employ instructional and behavioral dedicated aides; however, there is generally a shortfall between the number of dedicated aides employed by the school district and the number of dedicated aides required by students pursuant to their IEPs. The shortfall must therefore be ameliorated with contractual employees. School Health Services are provided through a Memorandum of Agreement between DCPS and the District of Columbia Health Department, but some students with disabilities require such extensive medical services and supports while in the educational environment that DCPS has elected to contract for those services.

The provisions of the No Child Left Behind Act of 2002, outline the requisite credentials of paraprofessionals serving in Title I schools. Since most public schools in the District are Title I schools, contracted dedicated aides must meet the requisite credentials for Highly Qualified Paraprofessionals outlined in the Act. Specifically, all contracted instructional and behavioral aides must demonstrate credits commensurate with at least two years participation in an institution of higher learning, an associate degree, or successful completion of a formal paraprofessional examination.

The provisions of the Individuals With Disabilities Education Act of 2004 (IDEA), describe school health services as a related service to students with disabilities who would be unable to attend a day of school without supportive health care provided by a qualified school nurse or a specifically trained non-medical person who is supervised by a qualified nurse. All contracted medical paraprofessionals must demonstrate credentials commensurate with these provisions of the IDEA.

### **C.2. SCOPE**

C.2.1. The contractor responding to this RFP shall:

1. Staff highly qualified Instructional, behavioral and medical paraprofessionals that meet the requisite credentials for highly qualified paraprofessionals outlined in the No Child Left Behind Act of 2002 to provide the following:
  - a. Dedicated IEP Instructional paraprofessionals to provide physical prompting, assistance with daily living skills, assistance with orientation and mobility, applied behavior analysis (ABA), and reinforcement of skills and concepts introduced by a teacher.

- b. Dedicated IEP Behavioral paraprofessionals to provide crisis prevention intervention antecedent, behavior, consequence (ABC) data on each incident of maladaptive behavior, passive physical restraint only when the student demonstrates serious, imminent danger to self, and/or others or in instances of major property destruction; such intervention must be documented on a serious incident report and submit that report to the school administrator, data collection for functional behavioral analysis (FBA) and/or implementation of a behavior intervention plan (BIP), and data collection on the results of positive behavioral supports. The behavioral paraprofessionals will help ensure that their assigned students do not engage in dangerous elopement, major property destruction, and/or serious imminent danger to self and/or others.
  - c. Dedicated IEP Medical Paraprofessionals (nurses) to provide G-tube feeding, tracheotomy suctioning, treatments with a nebulizer or ventilator, chest physical therapy, urinary catheterization, diabetes blood sugar monitoring and insulin injections and management of other medical conditions as deemed appropriate by the IEP team. Medical paraprofessionals must meet the requisites for providers of school health services as a related service, outlined in the IDEA. Medical paraprofessionals will document all medical care each day in relation to student nursing and/or feeding plans.
2. Provide documentation to DCPS current copies of the paraprofessionals college transcript, associate degree, and/or formal assessment scores of all paraprofessionals assigned to students with disabilities in any school for which DCPS is the local educational Agency (LEA).
  3. Provide documentation to DCPS current copies of the behavioral paraprofessional's certification in crisis prevention intervention and passive physical restraint.
  4. Ensure providing necessary training to their staff in relation to DCPS needs and per the student's IEP.
  5. Provide a point of contact supervisor to interface with DCPS to address any issues or concerns regarding the paraprofessionals.
  6. Provide substitute instructional, behavioral and medical paraprofessionals when OSI main staff is absent within two hours' notice.
  7. Provide a Registered Nurse to supervise all medical paraprofessionals, review nursing plans, feeding plans where applicable and IEP's in relation to the medical needs of students requiring a dedicated medical paraprofessional. RN's will also supervise and review nursing logs / documentation.
  8. Provide services according to the need of Instructional, Behavioral and Medical (nurse) support as outlined in this solicitation for the DCPS schools. Services will include implementation of strategies and interventions, implementation of student IEP's and BIP's as well as the implementation of Fade Plans. The contractor shall participate in pertinent meetings and participation in professional development to contract staff and DCPS staff as required to meet the needs of the students and the OSI.

9. Inform DCPS contract administrator in collaboration with the school team if the assigned student has withdrawn from DCPS or the service has been removed from the IEP.

C.2.2. The instructional, behavioral, and medical paraprofessionals shall:

1. Follow all DCPS guidelines and procedures related to student discipline. Failure to comply may result in disciplinary action for the paraprofessional.
2. Work no more than 7.5 hours per day with their assigned students according to a schedule authorized by the school principal. Paraprofessionals are to eat lunch with their student (s).
3. Not work on Holidays and school closures including inclement weather.
4. Remain in the school building no more than two hours prior to leaving if the assigned student is absent.
5. Under the direction of DCPS certified Special Education Teacher provide moderate to intense support to students who are in the special education setting and are diagnosed with a qualifying physical/mental disability or impairment that impacts the child's academic performance under Individuals with Disabilities Education Act and (IDEA) Section 504 plan (504 plan). Paraprofessionals will be specifically assigned and assist in the attainment of each child's Individualized Education Plan (IEP), Behavior Intervention Plan (BIP) goals and/or Nursing Plan.
6. Participate in planning sessions, staff professional development, parent-teacher conferences, and IEP meetings as requested by the building principal approved by the contract administrator, provided that substitute coverage is provided to the assigned student.
7. Build and maintain positive, professional relationships with all educational stakeholders to include students, school staff, central office staff, families, and community partners.
8. Maintain required data and anecdotal notes relevant to assigned students, using the data collection instruments provided by DCPS.
9. Transfer along with their assigned students to other DCPS locations, unless otherwise directed by DCPS. Paraprofessionals may also be assigned to students attending Charter Schools in which DCPS is the LEA.
10. Have access to their assigned students' IEPs, behavior intervention plans, and/or nursing plans, and demonstrate thorough familiarity with the aforementioned documents. Paraprofessionals will be trained by DCPS school team on these documents prior to beginning service with an assigned student. Paraprofessionals will not remove these documents from the school building when school is not in session or when their assigned students are absent. Paraprofessionals will maintain strict confidentiality related to the contents of these documents in accordance with DCPS disclosure statement.
11. Assist in the implementation of the IEPs and/or behavior intervention plans of their assigned students, and remain with their assigned students for the duration of the school day, across all settings per DCPS directions.

12. Provide ancillary benefit to other students who are working in a small group with their assigned students.
13. Be under the guidance of DCPS classroom teacher, related service provider as authorized by DCPS, and/or school principal or designee while providing services to their assigned students.
14. Assist their assigned students with the performance of daily living skills to include but not limited to eating, dressing, toileting, and maintaining personal hygiene.
15. Assist their assigned students with safe transitions from one activity to another and one setting to another.
16. Assist their assigned students in the effective and efficient use of technology.
17. Not engage in playground duty, cafeteria duty, bus duty, or office duty.
18. Not give out their personal telephone number to parents or communicate with parents directly. The teacher, related service provider, special education coordinator, case manager, and/or school administrator will be identified by the paraprofessionals as the primary point of contact with whom to discuss parental concerns.
19. Upon invitation participate in DCPS professional development sessions.
20. Be evaluated in accordance to DCPS evaluation. Any paraprofessional evaluated minimally effective or ineffective range will be relieved of his/her duties with DCPS.
21. Participate in the Random Moment in Time Study as assigned and complete 100% of their moments.

### C.3. APPLICABLE DOCUMENTS

The following documents are incorporated into the Contract by this reference. The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws, court orders, related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause of this contract as a result of compliance with future regulations, policies, and subsequent amendments including but not limited to the following applicable documents.

Item No.	Document Type	Title
1	OSI Programs & Resources	OSE 15-16 Programs & Resources Guide for Staff
2	Practice Guidance	IEP Paraprofessional User's Guide
3	Schools	Listing of all DCPS and Charter Schools
4.	Federal Law	Individuals with Disabilities Act 2004 <a href="http://idea.ed.gov/">http://idea.ed.gov/</a>
5.	Federal Law	Americans with Disabilities Act 2008 <a href="http://www.access-board.gov/about/laws/ada-amendments.htm">http://www.access-board.gov/about/laws/ada-amendments.htm</a>
6.	IMPACT - DCPS Effectiveness Assessment System for Group 17	IMPACT – <a href="http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks">http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks</a>
7.	DCPS Calendar	DCPS School Calendar <a href="http://dcps.dc.gov/DCPS/About+DCPS/Calendars">http://dcps.dc.gov/DCPS/About+DCPS/Calendars</a>



#### **C.4. DEFINITIONS AND ACRONYMS**

- **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
- **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.
- **Parent:** a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- **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.
- **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).
- **Health Insurance Portability and Accountability Act (HIPPA):** the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- **No Child Left Behind:** On January 8, 2002, President Bush signed into law the No Child Left Behind Act of 2001. The Act was the most sweeping reform of the Elementary and Secondary Education Act (ESEA) since ESEA was enacted in 1965. It redefines the federal role in K-12 education and will help close the achievement gap between disadvantaged and minority students and their peers. It is based on four principals: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.
- **Local Education Agency (LEA):** the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

- **State Education Agency (SEA):** the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.
- **Day:** A school day or a business day.
- **Individuals with Disabilities Education Act (IDEA):** The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

- Special education and related services should be designed to meet the unique learning needs of eligible children with disabilities, preschool through age 21.
  - Students with disabilities should be prepared for further education, employment and independent living.
- **Individualized Education Plan (IEP):** is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process, and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service providers will do to help the student learn more known disabilities, simultaneously considering ability to access the general curriculum, considering how the disability affects the student's learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment possible for the students.

- **Section 504:** is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.
- **Office of the State Superintendent of Education (OSSE):** State Education Agency for DCPS.
- **Random Moment in Time Study (RMTS):** is required by the federal Centers for Medicare & Medicaid Services (CMS) to secure reimbursement funds from Medicaid for schools. The reimbursement funds are used to pay for products and services to enhance the quality of student education. In order to maintain eligibility for Medicaid Reimbursement, DCPS must maintain a minimum response rate of 85% or higher.

## **C.5. REQUIREMENTS**

C.5.1. In the event of award, the paraprofessionals will be required to successfully complete DCPS background check (fingerprinting and drug testing) and submit negative tuberculosis test results.

C.5.2. The Contractor responding to this RFP shall:

1. Provide to DCPS resumes, cover letters, copy of degrees, licenses, certifications and other employee information of at least five (5) of the proposed paraprofessionals as outlined in section M.3.1. This information is required when submitting the proposal and to be further validate by DCPS at contract award and before the paraprofessionals provide services to DCPS students.
2. Maintain an individual personnel file for each staff person that contains an application for employment, professional references, and verification of applicable credential/ certification.
3. All personnel materials shall be made available to the Contract Administrator (CA) upon request.
4. Develop a district wide staffing plan, approved by DCPS/OSI's Academic Programs Director and Program Manager. The Staffing Plan will detail the assigned support for students and supervision assignments across DCPS. The Program Manager and Contractor shall communicate daily to review the Staffing Plan and make adjustments thereto. The Staffing Plan shall detail how student coverage will be accomplished when paraprofessionals are absent. The contractor will also provide coverage for centrally funded paraprofessionals.
5. Have on staff a Registered Nurse to supervise and support their Medical paraprofessionals (nurse).
6. Provide consistent services with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.
7. Adhere to all IDEA 2004, federal, state, and DCPS guidelines.
8. Immediately communicate with DCPS if the paraprofessional abruptly leaves and present a replacement for that staff. In case the Contractor is unable to present such replacement, the Contractor shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within one calendar days.
9. Specifies paraprofessional to be 100% compliant with Random Moment in Time Study Responses (RMTS).
10. Notify DCPS two weeks ahead of time when paraprofessionals will resign. The Contractor is responsible for finding a replacement within that two weeks' time frame.
11. Remove low performing instructional, behavioral and/or medical paraprofessionals immediately and replace with appropriate personnel.
12. Ensure all paraprofessionals attend DCPS required training.

13. Implement professional development (PD) for paraprofessionals based on:
  - the development level and disability category of the students supported; and
  - Specific upon content skill areas necessary to support the assigned student.
14. Provide documentation with invoices that:
  - Corroborate the date(s) and time(s) of service provided by instructional, behavioral and/or medical paraprofessionals and management team;
  - Verify arrival and departure times through signed timesheets by school administrator or designee (pursuant to schedules provided); and
  - Confirm the names of the students supported

DCPS may disallow invoices that do not accompany the above requirements; these invoices will not be paid until the issues in question are satisfactorily rectified.

15. Furnish upon request to DCPS, the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR § 455.105(b).
16. Ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

C.5.3. The Paraprofessionals shall:

1. Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.)
2. Sign in and out on a specific attendance book at schools;
3. Be subject to unannounced observations by OSI/ Program Manager;
4. Disengage from use of cellphones or texting during school hours.
5. Restrict communication with parents to specific requests from DCPS or in the presence of a DCPS staff member.

**C.6. To be considered for award, all technical proposals must include, at a minimum, the following information to facilitate evaluation and best value source selection for all proposals.**

**C.6.1. Technical Expertise:** This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the contract. It is important that each question or request for information be addressed.

1. Offeror's Qualifications: The Offeror must demonstrate that legal authority to do business in the District and is incorporated to conduct business. The Offeror shall submit a management plan to demonstrate that the Offeror has a management structure to successfully perform the duties herein. The management plan must allow for efficient, effective implementation of its proposed strategies and include a continuity of operations plan for extended loss of service, identification of risks, and mitigation strategies.

2. Executive Summary: This section must describe the Offeror's experience in providing the same or similar services as required by this contract as well as the ability to develop collaborations to meet the requirements. The executive summary must address:
  - a) Familiarity with the population served,
  - b) Respond appropriately to cultural differences,
  - c) Have excellent skills interacting with people who have developmental or intellectual disabilities.
3. Organizational Capacity: This section must include a description of the Offeror's organization, current organizational structure, history, legal structure, ownership, and affiliations. The Offeror must provide evidence that it has tentative agreements to hire/subcontract paraprofessionals.
4. Confidentiality of Information: The Offeror must describe the procedures it will use to address all requirements of this Scope of Work as they pertain to confidentiality of personal information. The Offeror must describe how and with whom information will be shared and safeguarded in full compliance with HIPAA and FERPA regulations. The District and the successful Offeror will complete a HIPAA and FERPA agreement prior to implementation for the contract.
5. Data and Reports: The Offeror must describe how it will provide the required Paraprofessionals evaluations and deliverables.

**C.6.2. Quality Assurance :** The District will evaluate the Offeror's demonstrated ability to conduct an internal quality control program that ensures that required services, deliverables, data management and reporting aligns to contract and regulatory requirements and the quality control process is proven and effective. The proposal shall demonstrate the following: a strategy to identify and assign appropriate staff; a strategy to mitigate and overcome barriers prior to negative impact; a detailed performance management process and system that will be used to continuously monitor progress at meeting desired goals.

**C.6.3. Staffing Plan and Key Personnel:** The Offeror shall submit resumes of staff that are available to start work immediately upon contract award or evidence that the offeror has the ability to recruit qualified staff that will be available within a reasonable time after contract award.

### **C.7. CONSEQUENCES OF NON-COMPLIANCE**

In the event of non-performance or violation or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall have the right to seek sanctions and penalties as appropriate.

DCPS shall issues directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its options in addition to any other remedies availability to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

<b>Provision</b>	<b>Damages Per Occurrence</b>
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	If a replacement is not found within 1 day, the Contractor agrees to have daily rate deducted per each day until the position is filled.
The Contractor is responsible for finding a replacement within 1 day.	The Contractor may be charged daily rate penalty until replacement is identified.

Non Compliance Appeal shall be handled according to applicable law and policy.

### **C.8. DCPS RESPONSIBILITIES AND TASKS**

#### **C.8.1. DCPS shall:**

1. Collaborate with the Contractor in determining best matches in assigning each instructional, behavioral and /or medical (nurse) aide to student(s).
2. Provide the assigned instructional, behavioral and/ or medical (nurse) access to their assigned student's IEP, BIP and/or nursing plan.
3. Provide a directory of schools inclusive of addresses, point of contact, email addresses, and school telephone numbers.
4. Provide an itemized list of the individual students designated to receive support and the assigned school(s) for staff.
5. At any time has the option to decrease contractual aides as the supports are faded from students.
6. Evaluate the contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.
7. Pay the paraprofessionals for work actually done. DCPS will not pay for holidays, breaks, snow days, conference days, or any day that the paraprofessional don't actually work.

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

- D.1.** The packaging and marking requirements for the resultant 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 March 2007, Attachment J.1.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF WORK PERFORMED**

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

### **E.2 RIGHT TO ENTER PREMISES**

The District of Columbia Public Schools or any authorized representative of the District of Columbia, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*



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

### **F.1. TYPE OF CONTRACT**

The contract shall be a labor hour type contract with payment based on the unit prices set forth in the Price Schedule, Section B.3.

### **F.2. TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from the date of award specified on page one of the Contract through one year thereafter.

### **F.3. OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1.** The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.3.2.** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3.** The estimated price for the option period shall be as specified in the contract extension.

**F.3.4.** The total duration of the Contract, including all options under this clause, shall not exceed five (5) years.

### **F.5. DELIVERABLES**

#### **F.5.1. Contract Deliverables**

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

Item No.	Deliverable	Frequency	Method
1.	Proof of passing score on Para Praxis or 48 college credit hours for paraprofessionals employed by the Contractor	Within 60 days of contract award	Hard copy and Electronic copy via email to CA
2.	Paraprofessionals Evaluation Reports	Quarterly	Electronic via email to CA
3.	Formal response to requests related to student needs	As needed	Electronic via email to CA within 24 hour of the request.
4.	Incident report demonstrating that staff-related requests have been investigated, addressed, and resolved.	As needed	Electronic via email to CA within 24 hour of the request.
5.	Data sheets and all student documentation collected through the course of provision of support.	As needed	Electronic via email to CA
6.	Documentation of balance of male and female candidates.	As needed	Electronic via email to CA
7.	Participate in conference calls and in-person meetings	As needed	In-person and via conference call

#### **F.5.2. FIRST SOURCE EMPLOYMENT REPORTS**

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. If the reports are not submitted as part of the deliverables, final payment to the Contractor will not be paid.

#### **F.6. NOTICE OF DISAPPROVAL**

**F.6.1.** The CA shall provide written notice of disapproval of a deliverable to the Contractor within fourteen (14) days of submission if it is disapproved.

**F.6.2.** The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the contract requirements.

#### **F.7. RESUBMISSION WITH CORRECTIONS**

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the deliverable.

**F.8. NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION**

Within thirty (30) business days following resubmission of any disapproved deliverable, the CA shall give written notice to the Contractor of the approval, conditional approval or disapproval.

**F.9. FAILURE TO RESPOND TO RESUBMISSION**

In the event that the CA fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the CA in writing that it intends to delay subsequent work until the CA responds in writing to the resubmission.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **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 Section B of the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2.** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

- G.2.1.** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contract Administrator (CA), specified in section G.9.2. The address of the CFO is:

DCPS Office of the Chief Financial Officer  
1200 First Street, N.E. 11th floor  
Washington, D.C. 20002  
Attn: Special Education Payment Unit

OR Email to: [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov)

- G.2.2.** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1.** Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);
- G.2.2.2.** Contract number, page one (1) block number two (2) and purchase number order number. (Contractor shall not provide any services without a valid purchase order to pay for services to be rendered)
- G.2.2.3.** Description, price, quantity and the date (2) that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified) Contractor shall only invoice for completed reports accepted by the CA;
- G.2.2.4.** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5.** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6.** Name, title, mailing address and phone number of the person preparing the invoice;
- G.2.2.7.** Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and
- G.2.2.8.** Authorized signature.

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

**G.3.1.** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

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

### **G.4. METHOD OF PAYMENT**

#### **G.4.1. ELECTRONIC PAYMENTS**

**G.4.1.** The District reserves the option to make payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days' notice prior to the effective date of any such change.

**G.4.2.** Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

### **G.5. ASSIGNMENT OF CONTRACT PAYMENTS**

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

**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 money claims pursuant to authority contained in this Contract, 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 date \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_ (name and address of assignee).

## **G.6. THE QUICK PAYMENT CLAUSE**

### **G.6.1. INTEREST PENALTIES TO CONTRACTORS**

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% 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 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2.** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2. PAYMENTS TO SUBCONTRACTORS**

**G.6.2.1.** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.6.2.2 .** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other item.

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

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

### **G.6.3. Subcontract requirements**

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

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

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Andrea Simpson  
Director, Contracts Management  
1200 1<sup>st</sup> Street, NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-724-1501  
Fax: 202-442-5634  
E-Mail: andrea.simpson2@dc.gov

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

- G.8.1.** A Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in 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 a Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.
- G.8.3.** In the event the Contractor effects any change at the direction of any person other than a Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1.** The CA will have 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 Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2.** Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3.** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4.** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5.** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2.** The address and telephone number of the Contract Administrator will be identified in the resulting contract.
- G.9.3.** It is understood and agreed, in particular, that the CA shall NOT have the authority to:
- G.9.3.1.** Award, agrees to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
  - G.9.3.2.** Grant deviations from or waive any of the terms and conditions of the contract;
  - G.9.3.3.** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
  - G.9.3.4.** Change the period of performance; or
  - G.9.3.5.** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4.** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10. CORRECTIVE ACTION – WITHHOLDING OF PAYMENTS**

- G.10.1.** In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.1, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.



**G.10.2.** The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or in any policies and procedures prescribed by the Government of the District of Columbia.

**G.11. ORDERING CLAUSE**

**G.11.1.** Any supplies and services to be furnished under the contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.

**G.11.2.** All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.

**G.11.3.** If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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

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

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

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

**H.1.2.** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

### **H.2. DEPARTMENT OF LABOR WAGE DETERMINATIONS**

Unless the Living Wage Act of 2015 requires a higher wage, the Provider shall be bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 15, dated June 2013 and subsequent revisions issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable price adjustment.

### **H.3. PUBLICITY**

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

### **H.4. FREEDOM OF INFORMATION ACT**

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

by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1.** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

**H.5.2.** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.6) in which the Contractor shall agree that:

**H.5.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

**H.5.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3.** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

**H.5.3.1** Number of employees needed;

**H.5.3.2** Number of current employees transferred;

**H.5.3.3** Number of new job openings created;

**H.5.3.4** Number of job openings listed with DOES;

**H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

**H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

**H.5.3.6.1** Name;

**H.5.3.6.2** Social Security number;

**H.5.3.6.3** Job title;

**H.5.3.6.4** Hire date;

**H.5.3.6.5** Residence; and

**H.5.3.6.6** Referral source for all new hires.

**H.5.4.** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5.** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - H.5.5.2.1** Material supporting a good faith effort to comply;
  - H.5.5.2.2** Referrals provided by DOES and other referral sources;
  - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
  - H.5.5.2.4** Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6.** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
  - H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
  - H.5.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - H.5.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7.** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- H.5.8.** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9.** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6. PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.7. AMERICANS WITH DISABILITIES ACT OF 2009(ADA)**

During the performance of the 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. 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 program and activities. See 29 U.S.C. 794 et seq.

## **H.9. DISTRICT RESPONSIBILITIES**

The District will provide the following:

- H.9.1.** Orientation for the Contractor relative to the terms of the contract and program mandates.
- H.9.2.** Continuous contract performance evaluations and program monitoring.
- H.9.3.** Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.
- H.9.4.** Monitor and evaluate Contractor compliance with the requirements of this Contract, and impose sanctions when necessary.
- H.9.5.** Conduct a timely review of all materials submitted to the agency by the Contractor as required.
- H.9.6.** Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform contractual duties.
- H.9.7.** Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Contractor.
- H.9.8.** Review and approve all reports and publications prior to public release as required.

## **H.10. FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**

### **H.10.1. COOPERATION WITH THE DISTRICT**

The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care.

The Contractor shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.

### **H.10.2. FINANCIAL REQUIREMENTS**

The Contractor shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for Contractor's debts in the event of the Contractor's insolvency.

### **H.10.3. SOLVENCY AND FINANCIAL RESERVES**

The Contractor shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Contractor to perform the operations and services required under the Contract.

### **H.10.5. MANAGEMENT INFORMATION SYSTEM**

#### **H.10.5.1. CONFIDENTIALITY OF RECORDS**

**H.10.5.1.1.** The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

**H.10.5.1.2.** The Contractor shall require its staff to sign a confidentiality statement. The Contractor will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other agents causing a breach of confidentiality.

**H.10.5.1.3.** A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

#### **H.10.5.2. Use of Information and Data**

The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

#### **H.10.6. OTHER CONTRACTORS**

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

If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

#### **H.10.7. AUDITS AND RECORDS**

As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

#### **H.10.8. Comptroller General**

**H.10.8.1.** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.10.8.2.** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.10.9. Reports:** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

#### **H.11. SPECIAL INDEMNITY**

The Contractor shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required as a consequence or result of any act, omission or default of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

#### **H.12. PUBLICITY**

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

#### **H.13. HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)**

See Attachment J.3 for the full text of the clause required by the Health Insurance Portability and Accountability Act (HIPAA), as amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the release of the Final Omnibus Rule to increase HIPAA privacy and security protections by implementing Provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

#### **H.14. WAY TO WORK AMENDMENT ACT OF 2006**

**H.14.1.** Except as described in H.14.8 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 2015” for contracts for services in the amount of \$100,000 or more in a twelve month period.

**H.14.2.** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published in the Living Wage Fact Sheet at Attachment J.5.

**H.14.3.** 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.14.4.** The Department of Employment Services may adjust the living wage annually.

**H.14.5.** The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice 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.14.6.** 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.14.7.** The payment of wages required under the Living Wage Act of 2015 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.14.8.** The requirements of the Living Wage Act of 2015 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 2014;
- 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.14.9.** 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 2015.

## **H.15. PROHIBITED INFORMATION AND ACTIVITIES**

**H.15.1.** In addition to its rights under the Default clause of the Standard Contract Provisions (Attachment J.1), sanctions may be imposed in accordance with Section G.10 if the District determines that the Contractor has violated applicable Federal law as specified in Sections 1903(m)(5)(A) and 1932(e)(1) of the Social Security Act and 42 CFR 422.208-210, §438.700-702, and 45 CFR 92.36(i)(1), including:

- 1) Acting to discriminate among Enrollees on the basis of their health status or need for health care services;
- 2) Misrepresenting or falsifying information the Contractor furnishes to CMS or the District;
- 3) Misrepresenting or falsifying information that the Contractor furnishes to an Enrollee or health care provider;
- 4) Distributing directly or indirectly through any agent or independent Contractor, materials that have not been approved by the District or that contain false or materially misleading information;
- 5) Violating any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations; and
- 6) Violating District of Columbia law; or regulations or court orders including but not limited to *Salazar v. the District of Columbia et.al.*

## **H.16. ENERGY EFFICIENCY**

The Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 et seq.).

## **H.17. SUBCONTRACTING REQUIREMENTS**

### **H.17.1. Mandatory Subcontracting Requirements**

**H.17.1.1.** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.17.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.17.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

- H.17.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.17.1.1 and H.17.1.2.

**H.17.2. Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of this section. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.17.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises (CBE);
- H.17.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any CBE;
- H.17.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are CBE;
- H.17.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.17.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.17.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.17.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- H.17.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.17.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.17.3. Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.17.3.1** The dollar amount of the contract or procurement;
- H.17.3.2** A brief description of the goods procured or the services contracted for;
- H.17.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.17.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.17.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.17.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.17.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.17.4. Subcontractor Standards**
- A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
- H.17.5. Enforcement and Penalties for Breach of Subcontracting Plan**
- H.17.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and 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 clause of the Standard Contract Provisions.
- H.17.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.17.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.17.6.** Offerors should seek potential sub-contractors through the Department of Small and Local Business Development website. (<https://lsdbe.dslbd.dc.gov/public/certification/search.aspx>)

## **H.18. DISTRICT FURNISHED PROPERTY**

**H.18.1.** If Government-furnished property is provided to the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property.

**H.18.2.** The Government shall retain title to all Government-furnished property.

**H.18.3.** The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

**H.18.4.** The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4106, in effect on the date of this contract.

**H.18.5.** The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government-furnished property in accordance with sound industrial practice and the applicable provisions of Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4107.

**H.18.6.** If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government will replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot affect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer.

**H.18.7.** The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

**H.18.8.** The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

**H.18.9.** Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

- H.18.10.** The Contractor shall obtain the CA's approval to remove Government property from the premises at which the property is currently located. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.
- H.18.11.** The Contractor shall require its sub-contractors provided with government furnished property under this contract to comply with the requirements of Title 12, District of Columbia Municipal Regulations, Chapter 41, Section 4106 and 4107.

**H.19. ORGANIZATIONAL CONFLICT OF INTEREST**

- H.19.1** Definition: An organizational conflict of interest means that because of other activities or relationships with other entities, an entity is unable or potentially unable to render impartial assistance or advice to the District, or its objectivity in performing the contract work is or might be otherwise impaired, or an entity has an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.
- H.19.2** The Contracting Officer has determined that significant potential organizational conflicts of interest may arise or exist due to the nature of the work the Contractor will perform under this contract. The Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to supply services for any project where the Contractor has provided or is providing support as described in 27 DCMR 2220.1.
- H.19.3** The Contracting Officer may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs (1) and (2) below. This determination may not be appealed.
- (1) The District's determinations regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the District and are not subject to the Disputes clause of the contract. The District may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
  - (2) Any mitigation plan shall include: non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the District, identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.
- H.19.4** This clause shall remain in effect for one year after completion of this contract.
- H.19.5** The Contractor's employees shall be trained and informed of 27 DCMR Chapter 22, Section 2220 and this contract provision, and shall execute a Contractor-Employee Personal Financial Interest/Protection of Sensitive Information Agreement as appropriate.

- H.19.6** The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the District, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the contractors right to use, duplicate or disclose such information if such information was lawfully obtained by the contractor from other sources.
- H.19.7** The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.
- H.19.8** The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer.
- H.19.9** District Representatives shall have access to the Contractors premises and the right to inspect all pertinent books and records in order to insure that the contractor is in compliance with 27 DCMR Section 2220.
- H.19.10** The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.
- H.19.11** The District may waive application of this clause when it is determined to be in the best interest of the District to do so.

## **H.20. ADVISORY AND ASSISTANCE SERVICES**

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

## **PART II - CONTRACT CLAUSES**

### **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 March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to

<http://ocp.dc.gov/publication/standard-contract-provisions-march-2007>

DELETE PROVISION 14, Disputes, and substitute the following:

#### **14. Disputes (Interim PPRA Version, July 2011)**

**A.** All disputes arising under or relating to this contract shall be resolved as provided herein.

#### **B. Claims by a Contractor against the District:**

Claim, as used in paragraph I.1.1.2 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 this 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 Contracting Officer (CO) for a decision. The Contractor’s claim shall contain at least the following:

- a. A description of the claim and the amount in dispute;
- b. Data or other information in support of the claim;
- c. A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
- d. The Contractor’s request for relief or other action by the CO.
- e. The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- f. 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.

2) The CO’s written decision shall do the following:

- a. Provide a description of the claim or dispute;
- b. Refer to the pertinent contract terms;
- c. State the factual areas of agreement and disagreement.



- d. 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;
  - e. 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;
  - f. Indicate that the written document is the CO's final decision; and
  - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 3) 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.
- 4) If a Contractor is unable to support any part of his or her 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.
- 5) Liability under Paragraph 4) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- 6) 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.

**C. Claims by the District against a Contractor:**

- 1) Claim as used in paragraph I.1.1.3 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 this 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.
- 2) The CO shall decide all claims by the District against a contractor arising under or relating to a contract. The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
  - a. Provide a description of the claim or dispute;
  - b. Refer to the pertinent contract terms;
  - c. State the factual areas of agreement and disagreement;

- d. 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;
  - e. 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;
  - f. Indicate that the written document is the CO's final decision; and
  - g. 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 clause I.1.1.3 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 clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- D.** 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.
  - E.** 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.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**

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

**I.4 TIME**

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

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

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

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or as described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in Section I.5.6 are of no effect unless:

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

**Use, duplication, or disclosure is subject to restrictions stated in Contract No. GAGA-2015-R-0034; and**

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. 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 ESTIMATED QUANTITIES**

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

## **I.9 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** 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; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain completed operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. **Employer's Liability Insurance.** The Contractor shall provide 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.
5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
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 occurrence for each wrongful act and \$1,000,000 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
6. **Crime Insurance (3<sup>rd</sup> Party Indemnity).** The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work.

Evidence of insurance shall be submitted electronically via email to:

Sally Ibrahim, Contract Specialist  
District of Columbia Public Schools (DCPS)  
Office of Contracts and Acquisitions  
1200 First Street, N.E., 11<sup>th</sup> floor,  
Washington, D.C. 20002  
E-mail : Sally.Ibrahim2@dc.gov

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

#### **I.11 EQUAL EMPLOYMENT OPPORTUNITY**

The contractor shall comply and maintain compliance with affirmative action requirements set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. Forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.7. An award cannot be made to any offeror who has not satisfied the equal employment requirements.



#### **I.12 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) Contract document
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

#### **I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

#### **I.14 GOVERNING LAW**

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

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J: LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference and the full text of the attachments is set forth at <http://ocp.dc.gov/node/599822>

Attachment No.	Title
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the District of Columbia Government Supply and Services Contracts, dated March 2007 The full text of the incorporated attachments is set forth at <a href="http://ocp.dc.gov/publication/standard-contract-provisions-march-2007">http://ocp.dc.gov/publication/standard-contract-provisions-march-2007</a>
J.2	U.S. Department of Labor, Wage Determination No. 2005-2103, Revision No. 14 dated June 25, 2014
J.3	HIPPA Business Associate Agreement (August 2014)
J.4	2015 Living Wage Act Notice
J.5	2015 Living Wage Act Fact Sheet
<b>The attachments listed below are required to be completed and submitted with the Offeror's proposal:</b>	
J.6	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.7	Equal Employment Opportunity Information and Mayor's Order 85-85
J.8	Tax Certification Affidavit
J.9	Cost/price Disclosure Certification Form
J.10	Cost/price Data Requirements
J.11	Subcontracting Plan Form
J.12	Initial Employment Plan

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to make a single award or multiple awards as a result of this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

The District intends hold discussions with only the Offeror with the highest combined technical and price score. If a contract cannot be awarded after those discussions, the District reserves the right to enter into discussions with the next highest scored offeror until an award is made.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

**L.2.1** Offerors shall submit the entire proposal in an electronic format (USB flash drive) plus One (1) original and three (3) hard copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. GAGA-2015-R-0034, Dedicated Paraprofessionals"

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **4:00 p.m. August 4, 2015**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer's that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than seven (7) business days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) business days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, District of Columbia Public Schools, 1200 First Street, N.E., 11<sup>th</sup> floor, Washington, D.C. 20002, by email, letter, or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DCPS of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, DCPS that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14<sup>th</sup> Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Sally Ibrahim, Contract Specialist  
District of Columbia Public Schools  
Office of Contracts and Acquisitions  
1200 First Street, N.E., 11<sup>th</sup> floor,  
Washington, D.C. 20002  
Telephone Number: 202.442.5128  
E-Mail: [Sally.Ibrahim2@dc.gov](mailto:Sally.Ibrahim2@dc.gov)

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, the Offeror with the highest combined technical and price score will be notified and will be provided an opportunity to submit written best and final offer at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offer received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offer to the offeror being considered for award.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors 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.19 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below at the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **L.20 PRE-PROPOSAL CONFERENCE**

- L.20.1** A pre-proposal conference is scheduled for July 13, 2015 at 11 a.m. The pre-proposal conference will be at 1200 First Street, N.E., 11<sup>th</sup> floor, Washington, D.C. 20002. Prospective offerors will be given an opportunity to ask questions regarding this solicitation up to seven (7) business days prior to the solicitation closing date via email to [sally.ibrahim2@dc.gov](mailto:sally.ibrahim2@dc.gov); copy: [andrea.simpson2@dc.gov](mailto:andrea.simpson2@dc.gov)
- L.20.2** All questions must be submitted in writing no later than seven (7) business days before the closing date in order to generate an official response. Official answers to questions will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation and to those signed in at the pre-proposal conference. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov) no later than five business days before the date the solicitation closes.



## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA:**

Proposals will be evaluated based on the following evaluation factors.

#### **M.3.1. TECHNICAL CRITERIA (70 Points)**

The technical evaluation factors are listed below in descending order of importance.

The standard is met when the offeror submits evidence that it has the overall organization and management structure to successfully provide the required services in Section C by addressing each of the requested information described in section C.6.

##### **1. Technical Expertise/Approach: (30 Points)**

Description: This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this RFP. This factor considers a detailed comprehensive plan that demonstrates its recruitment efforts and approach to recruit qualified staff and to sustain the staffing requirements under this contract.

The offeror shall submit the following:

- Company background / history **(5 Points)**
- Sample district wide staffing roster **(5 Points)**
- Sample substitute plan for paraprofessionals **(5 Points)**
- Sample Staffing Evaluation tool and schedule of staff evaluations **(5 Points)**
- A credentials sample of at least five (5) of the proposed Instructional and Behavioral Paraprofessional to include: **(5 Points)**
  - Resume
  - Professional degrees, if available
  - Passing paraprofessional Praxis scores OR 48 college credit hours
  - Certificates of specialized trainings
- A credentials sample of at least five (5) of the Medical Paraprofessional (Nurses) to include: **(5 Points)**
  - Resume
  - Professional degrees, if available
  - Current nursing licensure information
  - Certificates of specialized trainings
  - Proof of nursing experience

##### **2. Management Plan and Quality Assurance: (15 Points)**

Description: This factor considers evidence that the offeror demonstrates the following:

- a) Management Plan **(5 Points)**: a management structure to successfully perform the duties herein, including;
- A management plan that allows for efficient, effective implementation of its proposed strategies, including the management structure.
  - A Continuity of Operations Plan, contingency planning for extended loss of service, identification of risks, and mitigation strategies.

- b) **Quality Assurance (10 Points):** The District will evaluate the offeror's demonstrated ability to conduct an internal quality control program that ensures that required services, deliverables, data management and reporting aligns to contract and regulatory requirements and the quality control process is proven and effective.

The proposal shall demonstrate:

- The strategy to identify potential barriers to timely assignment of paraprofessionals.
- The strategy to mitigate and overcome barriers prior to negative impact.
- Detailed performance management process and system that will be used to continuously monitor progress at meeting desired goals.

**3. Staffing Plan and Key Personnel: (15 Points)**

Description: This factor shall contain the following:

- a) **Staffing Plan/Skill Mix (5 Points):** The offeror shall submit a staffing plan that demonstrates its ability to provide qualified personnel in sufficient numbers for ensuring its proposed team, including subcontractors (if proposed), has the skills to meet the requirements stated herein. The offeror shall provide a summary of the roles and responsibilities of each labor category with the associated FTEs, including subcontractor labor categories, if proposed.

The District will evaluate the offeror's proposed personnel to be engaged in accomplishing the requirements herein. The evaluation will include the types of personnel (skill mix) proposed by the offeror, educational background, professional experience, and special qualifications that directly relate to the requirements herein. This includes any key personnel, staff, and subcontractors proposed by the offeror to ensure that the proposed labor mix accurately reflects the offeror's technical approach.

- b) **Key Personnel (10 Points):** The District will evaluate the offeror's description of proposed staff to the extent that the offeror demonstrates and documents the necessary expertise to successfully perform the contract. Therefore, the offeror shall identify and provide resumes for all key personnel. Resumes shall identify technical qualifications, education and experience having relevance to the requirements herein. The offeror will be evaluated on the degree to which it demonstrates the immediate availability of key personnel. The District may contact other sources to verify the accuracy of resume contents. Each resume shall contain, at a minimum, the following information:

- Name and position
- Educational background, including academic degrees and the year conferred.
- Technical training, including program year completions
- Experience with special education professional development
- Years of applicable experience
- Immediate availability
- History of applicable employment experience and the technical qualifications relevant to the requirements herein.
- History of other experience and professional accomplishments that the offeror may wish to present to demonstrate the qualifications of the proposed candidate.

#### **4. Past Performance: (10 points)**

Description: This factor considers evidence that the offeror has provided. There is no minimum number of contacts or past performances required, but what is provided must clearly demonstrate the contractor's reliability and commitment to provide the services.

The offeror shall submit a list of at least three (3) comparable work/client references, preferably including one other government agency, for which the company has conducted same or similar services to include:

- Company name (point of contact, address, email, phone number)
- Contract dollar amount and the start and end dates of contract
- Brief description of services provided
- Number of assigned staff and number of students serviced

#### **M.3.2 PRICE CRITERIA (30 Points)**

**M.3.2.1.** The Offeror must submit Cost/Price Disclosure Certification (<http://ocp.dc.gov/node/541142>) and Cost/Price Data Requirements (<http://ocp.dc.gov/node/541172>). While Offerors are not required to submit certificates of insurance with the initial proposal, Cost/Price Data Requirement should include the cost of insurance premiums based on actual estimates.

**M.3.2.2.** The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

**M.3.2.3.** Lowest price proposal

$$\frac{\text{Price of proposal being evaluated}}{\text{Lowest price proposal}} \times \text{Weight} = \text{Evaluated Price Score}$$

#### **M.3.3 TOTAL TECHNICAL AND PRICE POINTS (100 Points)**

**CBE PREFERENCES POINTS (12 Points)**

**MAXIMUM TOTAL POINTS (112 Points)**

#### **OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE**

**M.4** Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

**M.4.1      General Preferences**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, long-time resident, or local with a principal office located in an enterprise zone of the District of Columbia. For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.4.1.1**      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2**      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.3**      Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.4**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.5**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.1.6**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.4.2      Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1**      Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.2.2**      Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.4.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.4.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.4.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.4.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.4.3** **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.4.4** **Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.4.5** **Vendor Submission for Preferences**

**M.4.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.4.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.4.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

- M.4.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

- M.4.5.3** All vendors are encouraged to contact the DSLBD at its website <http://dslbd.dc.gov/> or by phone at (202) 727-3900 if additional information is required on certification procedures and requirements. .

**M.5 EVALUATION OF OPTION YEARS**

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

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.
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