SOLICITATION, OFFER, AND AWARD Government of the District of Columbia	1. Caption **Instructional and Parental Engagement Services**	Page 1 of 69 1	70

2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
	GAGA-2021-R-0037		Sealed Bid (IFB)	January 8, 2021	X	Open
		X	Sealed Proposals (RFP)			Set Aside
			Other			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., 9th floor Washington, D.C. 20002	dcpsoca.inquiries@k12.dc.gov

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Offers for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8 **No later than 2:00pm EST Thursday, October 8, 2020** .

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
	Yawovi Klouvi	Phone	202.442.5114		Yawovi.klouvi@k12.dc.gov

11. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	34 to 47
X	B N	Supplies or Services and Price/Cost (N- Price Schedule)	2 62 to 70	PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 to 18	X	J	List of Attachments	48
X	D	Packaging and Marking	18	PART IV- REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18				
X	F	Deliveries or Performance	19 to 20	X	K	Representations, Certifications and other Statements of Offerors	49
X	G	Contract Administration Data	20 to 24	X	L	Instructions, Conditions & Notices to Offerors	50 to 56
X	H	Special Contract Requirements	24 to 34	X	M	Evaluation Factors for Award	56 to 61

OFFER

12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number(s)	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone			☐ 15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items numbered	20. Amount	21 Accounting and Appropriation Data

22. Name of Contracting Officer (Type or Print)	**23. Signature of Contracting Officer (District of Columbia)**	**24. Award Date**

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

B.1 The District of Columbia Public Schools (DCPS), Office of Resource Strategy (ORS), Contracts and Acquisitions Division, on behalf of the ORS School Finance Division is seeking a contractor(s) who shall work collaboratively with DCPS to deliver (a) instructional services, and (b) parent and family engagement services to at-risk students and families. These services shall be rendered to Archdiocese of Washington (ADW) schools, independent privates, special needs population schools, and neighboring jurisdictions.

B.2 The District contemplates awarding a Firm-Fixed Price, Material Cost Reimbursement contract(s); the period of performance for this Contract shall be for a base period and four (4) option periods.

B.3 PRICE SCHEDULE– Firm-Fixed Price with Material Cost Reimbursement Component

The Contractor(s) must complete the Price Schedule in N.1 for services for approximately 500 students and their parents or Guardians for the base period and four (4) options as outlined in Section C.

B.4 Fixed prices shall include all direct and indirect costs.

B.5 ESTIMATED QUANTITIES

B.5.1 It is the intent of the District to secure a contract for all of the items specified herein which 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(s). Articles or services specified herein have a history of repetitive use in the District agencies. 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(s) of its obligation to fill all such orders. Orders will be placed from time to time if 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.

B.6 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.

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

B.7 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

(a) Notwithstanding section H.9 SUBCONTRACTING REQUIREMENTS, for all contracts in excess of $250,000 that are unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume ("CBE minimum expenditure") of the contract shall be subcontracted to

SBEs.

(b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

(c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for $1.10 against the CBE minimum expenditure.

(d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for $1.25 against the CBE minimum expenditure.

(e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for $1.30 against the CBE minimum expenditure.

(f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.

(g) This special provision shall apply to all option periods exercised under those contracts.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCPS is seeking a contractor(s), to deliver: (1) instructional services, and (2) parental or Guardians engagement services to private school at-risk students and families. Instructional and parent and family engagement services rendered shall be structured on scientifically based research methods of instruction and parental engagement. These separate, individualized models shall address services to ADW schools, independent privates, special needs population schools, and neighboring jurisdictions.

Virtual services are not explicitly included in this solicitation, but the methodology of instruction may be altered to become virtual for future services, if required.

i. **Task I - Instructional Services**

The Contractor shall provide instructional programs to DC-resident private school students in grades K through 12, where students have been identified as deficient in math or reading (English/Language Arts). Students attend private schools located within the District and neighboring Maryland and Virginia schools; services are to be delivered at the students' school site. The Contractor must work alongside school administrators, teachers, and parents to assist additional instructional services and monitor at-risk students' academic growth and progress and matriculation.

ii. **Task II - Parental Engagement Services**

The Contractor shall provide an array of services to parents of DC-resident at-risk students in grades K-12. The services will be provided both within the District and neighboring Maryland and Virginia schools. The Contractor must work alongside school administrators to provide parent activities or events that equip parents with the necessary tools to support their child's academic learning and growth.

C.1.2 Participating schools vary according to needs, demographics, affiliation, size, parental involvement levels, and specialized instructional training; therefore, the successful Contractor(s) for Task I is required to submit separate instructional models in response to this RFP. Instructional models shall be in accordance with the operating standard of the individual private schools. At the beginning of each school year, the contractor(s) shall submit customized models that incorporates an empirical based model in accordance with National Standards that shall specify curriculum, parent and family engagement activities and approaches, and address instructional services for each demographic, described in **Section C.4**. The response to this RFP should address models for approximately 500 students throughout an entire calendar year (academic year and summer services).

C.1.3 Goal and Purpose - The purpose of procuring these services is to meet *Every Student Succeeds Act's (2015)* mandate and drastically reduce the achievement gap. The Title I program should ensure at-risk students, in mathematics and reading, conclude the academic year on or above grade level. The program should also engage and enable parents to support an increase in the overall academic achievement of their children, as demonstrated by an increase in their academic scores on standardized tests and classroom assignments. These services will also enable teachers to receive professional development skills, which ultimately ensure parent participation and cooperation with student achievement and teacher retention level. The program should also

engage and enable parents to support an increase in the overall academic achievement of their children, as demonstrated by an increase in their academic scores on standardized tests and classroom assignments. These services will also enable teachers to receive professional development skills, which ultimately ensure parent participation and cooperation with student achievement and teacher retention.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	ESSA of 2015	Sections 1117-1120	2005
2	ESEA of 1965	Title XIII Provisions	2015
3	IASA of 1994	Improving Americas School Act	1994
4	Dept. of Education	Title I Resource Tool Kit	2018
5	Dept. of Education	EDGAR – 34 CFR/2 CFR Part 200	2015
6	IDEA of 2004	Individuals w/ Disabilities	2004

C.3 DEFINITIONS

These terms, when used in this RFP, have the following meanings:

C.3.1 Academic Needs: Subject areas in which students are most at risk of failing or areas of the learning continuum which impede students' progress. These include but are not limited to math and reading skills.

C.3.2 Administrative Costs: Costs the Contractor(s) incurs to execute the program, including but not limited to, salaries and the fringe benefits of the Project Manager (PM), assistants (as needed), area supervisors, support staff, office rent and utilities, office equipment and supplies, postage and mailings, telephone, special capital expenses, and professional development for Instructional staff (teachers) and supervisors who are employees of the Contractor.

For this contract, special capital expenses are defined in Section 200.77(f) of the Title I regulations as:

a. The purchase and lease of real and personal property (including mobile educational units and neutral sites); and
b. Insurance and maintenance costs.

C.3.3 Archdiocesan School System: The education plan by which the Archdiocese of Washington, DC (ADW) and Archdiocese of Arlington operates in its schools **(see Section C.4).**

C.3.4 Eligible Students: The students recommended by private school officials/teachers, and ranked, by DCPS for instructional service through the Title I program.

C.3.5 Equitable Services: Educational services to students, parents, their families, and their teachers that are fair and equal to services and benefits provided to public school participants.

C.3.6 Independent Private Schools: Schools within the District that operate on their philosophies and are usually self-governed **(see Section C.4.5-C.4.7).**

C.3.7 Instructional Costs: Teacher and instructional aide salaries, including fringe benefits, and instructional materials, including items such as books, DCPS approved computer software for student use, workbooks, and supplies.

C.3.8 Instructional Funds: The Title I fund designated for Instructional use ONLY. These funds ***shall not*** be used to pay administrative costs.

C.3.9 Instructional Materials: Resources that are used to provide instruction to participants, including items like books, DCPS approved computer software for student use, workbooks, and writing supplies. Instructional materials shall not be subject to depreciation.

C.3.10 Instructional Strategies: Method of providing instruction.

C.3.11 Parental Engagement: Parents are expected to have an active role in the educational program and structure of their children's engagement in the classroom; the contractor shall conduct activities to promote the involvement of parents.

C.3.12 Parental Engagement Costs: Costs incurred by the Contractor to provide parental involvement activities to parents of private school participants.

C.3.13 Participating Students: The students that receive instructional service through the Title I program.

C.3.14 Scientifically Based Research: The use of research methods that prove effective results and can be replicated in similar settings.

C.3.15 Secular, Neutral, and Non-ideological: Free from any identification to a cause, religion, or organization.

C.3.16 Parents or Guardian: all adults legally responsible for a student

C.3.17 Participants: Students, Parents, Guardians, Teachers

C.4 BACKGROUND

The Local Education Agency (LEA) is mandated to issue educational services that benefit eligible students enrolled in elementary primary and secondary private schools; the LEA is furthermore mandated to ensure that these educational services are and are also equitable to the Title I services delivered to public school students. Further, the provisions outlined in 34 CFR §200.64 provide a rubric and measurement for the LEA and State Education Agency (SEA) to follow.

C.4.1 In accordance with State (SEA) and Local (LEA) standards, students participating in the Title I program must be assessed annually to measure progress. In measuring progress, students MUST show academic gains, which may be set by the LEA and aligned to SEA standards.

C.4.2 DCPS is mandated by the Elementary and Secondary Education Act as amended by *Every Student Succeeds Act (ESSA) of 2015* to provide equitable services to the District of Columbia (DC) resident students who attend private schools. Annually, DCPS is required to contact all private schools to determine if the respective individual school official wants their eligible students to participate in the ESSA funded programs. This is documented by a Statement of Participation Form that private school administrators (" administrators") complete and return to Federal Programs and Grants (FPG), by the end of each December, for the upcoming school year.

C.4.3 Administrators may elect to have their children participate in one or more Title programs but may reverse their decision to participate during the school year. Although DCPS attempts to keep the participating group consistent throughout the school year, administrators may change their desires to have their eligible students participate. As a result, schools' participation fluctuates, and as that occurs, so will the service population of the Contractor.

C.4.4 DCPS invited all private schools within the District of Columbia to have their eligible students participate in SY20-21. The lists in Sections **C.4.5, C.4.6, and C.4.7** below identify the schools DCPS currently serves.

Actual annual participation will depend on the schools' responses and, in future years, the contractor's level of engagement and program of activities for students attending each school.

Services shall be provided only to students who are eligible under Title I as identified by DCPS. Currently, DCPS provides Title I service to four types of private school populations: 1) Archdiocese of Washington (ADW); 2) Independent Schools; 3) Special Needs Schools; and 4) Neighboring Maryland and Virginia private schools. **Further, DCPS is federally mandated to provide services to DC resident students attending private schools in Northern Virginia and/or Maryland jurisdictions.**

C.4.5 ADW SCHOOLS (Large and Small)

SCHOOL	TOTAL SCHOOL ENROLLMENT	ESTIMATED TITLE I ELIGIBLE STUDENTS
Annunciation School	120	73
Archbishop Carroll H.S.	295	162
Blessed Sacrament	488	0
Holy Trinity	343	0
Our Lady of Victory	224	0
Sacred Heart	221	114
St. Anthony	226	54
St. Augustine	182	109
St. Francis Xavier	221	231
St. Peter's Interparish	240	0
St. Thomas More	158	140
TOTAL	**2718**	**883**

C.4.6 INDEPENDENT SCHOOLS (Large and Small)

SCHOOL	TOTAL SCHOOL ENROLLMENT	ESTIMATED TITLE I ELIGIBLE STUDENTS
Bishop John T. Walker SF Boys	80	67
Cornerstone Schools	155	0
Don Bosco Cristo Rey	419	138
Dupont Park Adventist	132	76
Georgetown Visitation	499	6
Gonzaga College High School	959	36
Howard University Early Learning	41	4
Kendall Demonstration	46	2
Sheridan School	219	23
Washington Jesuit	109	44
Preparatory School of DC	49	58
Washington Middle School for Girls The ARC	60	0
Washington Middle School for Girls The VIEW	65	38
San Miguel Middle School	93	33
TOTAL	**2926**	**525**

C.4.7 SPECIAL NEEDS POPULATION SCHOOLS

SCHOOL	TOTAL SCHOOL ENROLLMENT	ESTIMATED TITLE I ELIGIBLE STUDENTS
J.P. Kennedy Institute	52	52
The Lab School of Washington	380	0
The Monroe School	78	77
TOTAL	**510**	**129**

C.5 REQUIREMENTS

The Contractor shall:

C.5.1 Provide all necessary materials and comply with directives from DCPS Federal Programs and Grant Division to support the proposed and awarded program model.

C.5.2 Meet with DCPS officials within five (5) working days from the contract award date.

C.5.3 Submit a hierarchical chart to DCPS that includes personnel protocols within (5) working days from the contract award date.

C.5.4 Meet with school administrators and DCPS within ten (10) working days from the contract award date to discuss program services and coordinate instructional space assignments for the estimated enrolled participants and their teachers.

C.5.5 Submit a service plan for approval by DCPS by August 15th of every year the contract is exercised.

C.5.6 Demonstrate through lease agreement or suitable documentation showing address for space an accessible and functional space, located in the District of Columbia required to execute this contract effectively.

C.5.7 Ensure sufficient (owned or leased) space is provided for the entire staff, whereby professional development trainings, staff orientations, meetings, and parental involvement activities can take place;

C.5.8 Provide the CO and CA, each, with a copy of the Government-Owned Property list on November 15th of each school year. The property list shall record any government-property furnished by DCPS at each private school and any Contractor's offices. Additions or deletions from the previous year's report shall be noted along with reasons for any deletions. All materials and supplies purchased with Title I funds are the property of DCPS.

C.6 TASK I - INSTRUCTIONAL SERVICES

C.6.1 General

C.6.1.1 The Contractor shall hire the appropriate number of teachers to instruct eligible students with a ratio of 1:6, unless otherwise authorized by FPG

C.6.1.2 Title I instruction should commence at the beginning of the school year (approximately mid-September) and continue to the conclusion of the academic year (approximately early June).

C.6.1.3 The summer program will begin in late June or early July and conclude late July or early August, or an otherwise scheduled agreement (to be no longer than six (6) weeks) among DCPS, school administrators, and the Contractor. Further, during the academic year and summer months, private school administrators may opt for before or after school program services, tutoring, and/or mentorship, which the Contractor must support.

C.6.1.4 Technology shall be infused into the curriculum and instructional model. Therefore, the Contractor(s) shall collaborate with private school administrators to ensure internet accessibility and capability exists. Where internet needs must be applied, but capacity at the school is insufficient, the Contractor is responsible for implementing technological requirements and services (See C.6.3).

C.6.2 The Contractor(s) shall include technology in curriculum and class instruction.

C.6.3 The Contractor(s) shall provide all equipment for the Title I students and teacher (i.e., laptops, iPads, desktop computers, printers, software, wireless capability, etc.), as well as all IT support for all equipment and connectivity issues. The Contractor shall meet with private school administrators and ensure internet capability throughout the building for technological inclusion.

C.6.4 The Contractor shall supply all work supplies for the instructional staff (teachers), including curriculum materials, copy paper, printer, printer ink cartridges, etc. **The school will not be responsible for any of the materials used by the instructional staff (teachers).**

C.6.5 The awarded Contractor shall work with the incumbent contractor during SY20-21 as services are transitioned between contract vehicles. The Contractor shall hire and inform staff of contract obligation no later than thirty (30) days after the date of award.

C.6.6. If future option years are exercised, the Contractor shall hire and inform staff of contract obligation, before August 1st of every year (*School administrators must be aware of the instructional staff (teachers) assigned to their building prior to August 15th of every year*).

C.6.6 The Contractor shall ensure hired instructional staff (teachers) are trained on *Every Student Succeeds Act* and Title I program, during a Contractor-led orientation period.

C.6.7 Annually, the Contractor shall submit service plans for approval by DCPS by August 15th. The Service plans shall outline plans for the academic year, as well as the summer months.

C.6.8 The Contractor's instructional staff (teachers) shall communicate with private school officials and classroom teachers every week via phone call, email, or in-person meeting. Instructional staff are expected to meet with classroom teachers and school leaders on a weekly basis to discuss student progress, concerns, ability for students to matriculate, parent contact, etc. Instructional staff (teachers) receive a communications log (provided by the vendor) and accessible to DCPS when DCPS monitors services and program deliverables. Instructional staff (teachers) also meet with parents, monthly to keep them abreast of student performance and to communicate positive aspects of student learning and address concerns, if any.

C.6.9 The Contractor shall meet annually with administrators to discuss program services, coordinate instructional space assignment for the estimated enrolled participants, at least two weeks prior to the beginning of the private school year.

C.6.10 The Contractor shall ensure instructional staff (teachers) have had all DCPS required background checks (FBI level, **see Section H.13**), fingerprinting and TB testing, and complete any additional requirements for the private school, such as child abuse/neglect training, and maintain up to date certifications and licensures, by August 1st of every year.

C.6.11 The Contractor shall:

a) Implement the Title I program governed by this contract (refer to **Section C.2**) in accordance with all applicable Title I statutory and regulatory requirements.

b) Be aware that the Title I statute may be reauthorized by Congress during the performance period of this contract and that the contract may be modified to ensure that the Title I services, the Contractor implements, comply with any new statute and any regulations issued for the new statute. If significant modifications are required, the Contractor may submit for approval. At an appropriate time, Schools should be informed of new requirements or guidance re: federal funds for programs.

c) Create an atmosphere of inclusion and collaboration, which shall include:

i. Ensuring that instructional staff (teachers) understand all aspects of the Title I program, including the protocol, ranking, eligibility, subjects that can be taught (Reading and Math), the correct ratio of teacher to student, etc.;
ii. Coordinating with and support the education programs in the regular private school classrooms;
iii. Designing student plans with parents and implements them;
iv. Exercising scheduling flexibility in a desire to maintain uniformity; and
v. A flexible curriculum model tailored towards populations served.

d) Employ an empirical based curriculum based on national data proven scientific standards aligned and suitable to the needs of every school for each school demographic served, as outlined in **Section C.4**.

e) Provide appropriate professional development activities to the instructional staff (teachers) and supervisors employed by the Contractor(s) to ensure they gain the knowledge and skills required to provide quality, meaningful, and appropriate instruction to private school participants.

f) Ensure instructional staff (teachers) receive professional development above and beyond monthly meetings or in-service dates. The professional development trainings shall utilize a certified professional organizations or individuals.

g) Provide management and administrative functions for an effective workforce.

i. Recruit, assign, supervise, and provide orientation to teachers and supervisors who meet the State's certification requirements;

ii. Hire and assign employees, including instructional staff (teachers) and supervisors, without regard to their religious affiliations, based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business;

iii. Maintain a list of qualified substitute teachers to ensure continuity of services in case of extended teachers' absence;

iv. Establish and identify substitute protocols and communication strategies; and

v. Obtain permission from the Contract Administrator before employees attend national and regional meetings.

h) Develop and maintain appropriate individual student records that reflect the needs of participants, the programs designed to meet those needs, and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction.

i) Consider parents in student program designs and include student IEP's, when necessary.

j) Ensure all Federal and State privacy requirements are met, as outlined in **Section C.2**.

C.7 LIMITATION ON INSTRUCTIONAL ACTIVITIES

C.7.1 The Contractor(s) **shall not** engage in team teaching or other cooperative instructional activities with private school personnel.

C.7.2 **All Title I services shall be provided by employees of the Contractor(s)** and **not** by personnel or representatives of the private schools. The Contractor's employees shall be supervised by, and accountable to, only the Contractor, and **not** any representative of the private schools.

C.7.3 The Contractor(s) **shall not** introduce religious matters into its teachings or involve itself in the religious activities of the private schools.

C.7.4 The Contractor(s) **shall not** pull any student from core academic areas.

C.7.5 The Contractor(s) shall provide Title I services, materials, and equipment only to private school participants.

C.8 TEACHER QUALIFICATIONS/REQUIREMENTS

C.8.1 The Contractor(s) shall hire instructional staff (teachers) who are certified and licensed in the core academic subject areas. The awarded Contractor(s) must ensure the curriculum is flexible and adaptable to participating populations.

C.8.2 The Contractor's instructional staff (teachers) shall ensure their instruction supports the students' in-class learning and consistency in the subject matter taught.

C.8.3 The Contractor's instructional staff (teachers) shall be expected to provide instruction to multiple groups of students throughout the school day. These groups shall be arranged in groups of six, ***or more as necessary and with the approval of DCPS***. Each student shall receive a minimum of 45 minutes of instruction, per week, based on private school officials and student data (test scores, grades, homework scores, etc.).

C.8.4 All instruction, materials, and equipment used to provide services shall be ***secular, neutral, and non-ideological*** to comply with the federal mandate for the service provision.

C.8.5 The Contractor's instructional staff (teachers) shall be expected to maintain a weekly schedule of communication **(via email, phone, or in-person meetings)** and collaboration with principals, classroom teachers, parents of the Title I participants, and DCPS. Communication cannot solely be through emails.

C.8.6 The Contractor's instructional staff (teachers) must successfully pass the DCPS fingerprinting and background check process through DCPS, by August 1st of every year in accordance with **Section H.13.**

C.9 TASK II - PARENTAL and FAMILY ENGAGEMENT SERVICES

C.9.1 Parents who elect to have their children participate in the program are encouraged to become involved in the instruction process. Services include, but are not limited to, guiding parents in ways to help their children with homework, read-along materials, instructional kits, and a providing collection of skills for meeting their children's academic needs.

C.9.2 The Contractor(s) and their Program Manager shall work in conjunction with the awarded Instructional Services Contractor, school administrators, and principals to design parent activities/events for parents of participating students. These activities shall guide parents in helping their children, provide needed exercises and materials, and establish a regular means of communication with parents.

C.9.3 Parents shall be contacted every month, with evidence and student data of work completed through use of communication logs, weekly reports and newsletters.

C.9.4 DCPS, private school administrators, and the awarded instructional services contactor shall be reached on a bi-weekly basis via phone call, email, or in-person meeting to ensure parents understand student deficiencies and the overall goal to impact student achievement.

C.9.5 All activities and materials used to provide services shall be ***secular, neutral, and non-ideological*** to comply with the federal mandate for the service provision.

C.9.6 The Contractor(s) shall ensure Parent and Family Engagement events and activities are developed with parent input and participation before being implemented.

C.9.7 The Contractor(s) shall employ a model using a national empirical based model suitable for attracting parents of students for on how to engage parents' model for each school demographic served, as outlined in **Section C.4**.

C.9.8 The Contractor(s) shall use empirical data to model parent activities for parents of students participating in the Title I program.

C.9.9 The Contractor(s) shall work alongside private school officials and the instructional services vendor to understand student needs for parent activities and events.

C.9.10 The Contractor(s) shall ensure the parent activity/event aligns with the private school's objective for students participating in the Title I program.

C.9.11 The Contractor(s) shall provide a catalog of parental involvement activities/events to private school administrators.

C.9.12 The Contractor(s) shall offer possible dates for parental and family engagement activities/events to private school administrators.

C.9.13 The Contractor(s) shall deliver parental and family engagement activities/events as discussed with the private school official administrator and approved by DCPS.

C.9.14 The Contractor(s) shall inform DCPS via the monthly report if parents are nonresponsive to communication channels, such as phone call, email, or an in-person meeting, with student attendance if they notice students are consistently not showing up.

C.9.15 The Contractor(s) shall evaluate the content and effectiveness of the parent and family engagement activities provided to determine their effectiveness in increasing student achievement and identify barriers to greater participation of parents through a formal request in the fall and spring. The Contractor(s) shall use these evaluations to improve the Title I program for the participants and parents.

C.9.16 The Contractor(s) shall ensure hired personnel are fingerprinted (FBI level), TB tested (**refer to Section H.13**) and complete any additional requirement for the private school, such as child abuse/neglect training, by August 1st of every year.

C.9.17 According to D.C. Code §4-1501.03, the Contractor(s) shall be responsible for ensuring that all personnel has background checks, including fingerprinting, prior to their service delivery to DCPS students. DCPS Human Resources Fingerprinting Division must complete this process. Criminal inquiries, under Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by the policy of every other individual providing a service in any DCPS school or to any DCPS student. Background checks shall include fingerprinting (refer to **Section H.13**).

C.9.17.1 The Contractor(s) shall ensure that all proposed staff who will be directly working with DCPS students are fingerprinted prior to entering a school building or interacting with students. To ensure the continuity of service delivery, the Contractor(s) shall ensure that their staff has been fingerprinted and cleared to work in DCPS (refer to **Section H.13**). The Contract(s) shall ensure teachers complete any additional requirement for the private school, such as child abuse/neglect training, and maintain up to date certifications, by August 1st of every year.

C.9. 17.2 The Contractor(s) shall ensure all of its employees, contractors, volunteers and other personnel providing services under this contract (Contractor Personnel) submit to any background check required by DCPS (refer to **Section H.13**), which may include, but is not limited to, a tuberculosis screening and a criminal background check under the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011).

C.9.18 The Contractor(s) shall provide monthly progress reports to parents using multiple vehicles, such as but not limited to USPS mail AND email.

C.9.19 The Contractor(s) shall:

a) Implement the Title I program governed by this contract (refer to **Section C.2**) in accordance with all applicable Title I statutory and regulatory requirements.

b) Be aware that the Title I statute may be reauthorized by Congress during the performance period of this contract and that the contract may be modified to ensure that the Title I services, the Contractor(s) implements, comply with any new statute and any regulations issued for the new statute. If significant modifications are required, the Contractor may

submit for approval, at an appropriate time, new financial instruction to private school participants.

C.10 REPORTS

The Contractor(s) shall meet monthly or as requested with DCPS and prepare reports to keep DCPS abreast of the work in progress on both Tasks I and Task II. The Contractor(s) shall submit monthly summaries of services provided in addition to a mid-year and a final report to the Contract Administrator. Monthly reports are due on the 15th of every month. Before presenting any training, using DCPS data to school leaders or parents, the Contractor shall submit a plan that DCPS approves for services provided to participating schools and their student populations. The mid-year report will be due on January 15th, and the final report will be due on August 15th. Reports specified as "Deliverables" in **Section F.3** shall include the following information:

C.10.1 TASK I - INSTRUCTIONAL SERVICES REPORTS

C.10.1.1 PRE-ASSESSMENTS DATA REPORT

Should include the following**:** (1) explanation of Stride Academy or another assessment testing (2) how and when the trial took place (3) how many students were tested and in what section/level (4) documentation, graphs and/or charts of each student's testing scores (5) overall scores per schools, and (6) teacher attendance (see section F.3)

C.10.1.2 ATTENDANCE DATA REPORT

Should include the following: (1) students per subject, grade, attendance per day, number of minutes per day, and the total number of minutes of services per week (2) exit strategy: changes in student status in the program, including students leaving and why and students added to the program and why (following DCPS policies and regulations) (3) teacher attendance, (4) teacher training

C.10.1.3 POST ASSESSMENT DATA REPORT

Should include the following: (1) explanation of Stride Academy testing (2) how and when the trial took place (3) how many students were tested and in what section/level (4) documentation, graphs and/or charts of each student's testing scores (5) overall scores per schools (6) teacher attendance (7) teacher training

C.10.1.4 MONTHLY REPORTS

Should include the following**:** (1) Monthly timelines (2) Tasks completed and tasks to be completed (3) Problems encountered and resolutions (4) Number of children served in each of the private schools and total number served (5) Staff vacancies (6) Results of on-site monitoring visits (7) Status of complaints (8) Expenditure Report: to include information on the expenditures for the month and unobligated funds for each school or group (pool funds) served (9) Administrative Expense Report: administrative expenses (10) Sessions calendars: dates, times, students per school

C.10.1.5 EXPENSE REPORT

Should include the following: (1) Instructional dollars expended (2) Professional development activities (3) Instructional staff (teachers) and classroom teacher communications (4) Educational materials and inventory, (5) indirect service requests

C.10.1.6 MID-YEAR REPORT

Analysis and summary of (1) Complaints (2) Problems encountered and resolutions (3) Current staffing and vacancies (3) Tasks completed and to be completed (4) Attendance report (5) Number of students served per school (6) Expenditures report (7) Expense report (8) Administrative expense report (9) Professional development activities completed by staff member (10) Professional development activities (content and effectiveness) (11) Instructional staff (teachers) and classroom teacher communications (12) Educational materials and inventory (13) Student progress achievement (14) On-site monitoring visits.

C.10.1.7 END OF THE YEAR REPORT

Analysis and summary of (1) Program services, goals, objectives, activities, and results (2) Program demographics (3) Complaints (4) Problems encountered and resolutions (5) Yearlong staffing (6) Tasks completed and to be completed (7) Attendance report (8) Number of students served per school (9) Expenditures report (10) Expense report (11) Administrative expense report (12) Recommendations by the provider for the upcoming school year (13) Professional development activities (content and effectiveness)(14) Instructional staff (teachers) and classroom teacher communications (15) Instructional staff (teachers) performance, monitoring, and ratings (16) Educational material and inventory (17) Educational space (18) Results of annual student progress in regular classrooms (19) Results of student pre, mid, and post-testing (20) Results of annual achievement and alternative assessments from Instructional staff (teachers) (21) Date of delivered "data"* books to private school administrators. **data books reflect each participating students' progress for the academic year by school*

C.10.2 TASK II - PARENTAL and FAMILY ENGAGEMENT SERVICES REPORTS

C.10.2.1 MONTHLY REPORTS should include the following**:**

(1) Monthly timelines (2) Tasks completed and tasks to be completed (3) Problems encountered and resolutions (4) Number of children served in each of the private schools, and total number served (5) Staff vacancies (6) Results of on-site monitoring visits (7) Status of complaints (8) Expenditure Report: to include information on the expenditures for the month and unobligated funds for each school or group (pool funds) served (9) Administrative Expense Report: administrative expenses (10) Sessions calendars: dates, times, students per school

C.10.2.2 EXPENSE REPORT

Should include the following: (1) Parental Involvement dollar expended (2) Parental involvement activities (3) On-site communication and correspondence visits (i.e., contact lists and how communication occurred)

C.10.2.2 MID-YEAR REPORT

Analysis and summary of (1) Complaints (2) Problems encountered and resolutions (3) Current staffing and vacancies (3) Tasks completed and to be completed (4) Attendance report (5) Number of students served per school (6) Expenditures report (7) Expense report (8) Administrative expense report (9) Professional development activities completed by staff member (10) Parental involvement activities (content and effectiveness) (11) On-site communication and correspondence visits (i.e., contact lists and how communication occurred)

C.10.2.3 END OF THE YEAR REPORT

Analysis and summary of (1) Program services, goals, objectives, activities, and results (2) Program demographics (3) Complaints (4) Problems encountered and resolutions (5) Yearlong

staffing (6) Tasks completed and to be completed (7) Attendance report (8) Number of students served per school (9) Expenditures report (10) Expense report (11) Administrative expense report (12) Recommendations by the provider for the upcoming school year (13) Parental involvement activities (content and effectiveness) (14) On-site communication and correspondence visits (i.e., contact lists and how communication occurred)

C.11 PERFORMANCE MEASURES

C.11.1 Instructional Services

Performance Requirement	Performance Standard	Acceptable Quality Level	Surveillance Method and Frequency	Incentives/ Disincentives*
A demonstrated effectiveness in improving student academic achievement for each population outlined and in accordance with State (SEA) and Local (LEA) standards **C.4.1**	Acceptable evidence includes documentation of improvement in student academic achievements such as successful and sustained remediation of reading or math difficulties, and proof of a positive impact on additional outcomes (school grades, standardized test results, etc.)	The monthly, mid-year and end of the year reports should be electronically written, address all the required components, and demonstrate improvement in participants' acquisition of skills by 75-80% (by the end of the year)	DCPS will conduct as least one (1) site visits during the program. Additionally, DCPS will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants	May result in exercising the next option year.
Evidence that services are consistent with the instructional program of the LEA and SEA state academic standards **C.4.1, C.4.2**	Acceptable proof includes alignment of Contractor's curriculum with the District of Columbia content standards and state assessments	Supporting documentation and evidence in the proposal. 80% compliance.	DCPS will conduct as least one (1) site visits during the program and meet monthly, or otherwise determined with the Contractor, for service updates	May result in DCPS not exercising future option year(s)
Discuss and show evidence of communication to notify private school officials of timely information, such as substitute teachers **C.6.8 – C.6.10**	Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, communication strategies, and teacher certifications. Professional development opportunities should also be provided.	Supporting documentation and evidence in the proposal	DCPS will conduct as least one (1) site visits during the course of the program. Additionally, DCPS will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants	

Provide evidence of collaborating and implementing (*parental involvement service*), or instructional service using a pull-out or push-in model **C.6.11(c)**	Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, and outcomes. Intervention strategies and supporting data should be included.	Supporting documentation and evidence in the proposal showing parent engagement (80%) or student participation (85%) in the program	OFPG will conduct as least one (1) site visits during the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants	
Provide concrete examples of how the vendor will provide tutoring, mentoring services versus push-in or pull-out instructional services **C.6.1.2 – C.6.1.4**	Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, and outcomes. Intervention strategies and supporting data should be included.	Supporting documentation and evidence in the proposal	OFPG will conduct as least one (1) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants	

C.11.2 Parent and Family Engagement Services

Performance Requirement	Performance Standard	Acceptable Quality Level	Surveillance Method and Frequency	Incentives/ Disincentives*
Provide evidence of collaborating and implementing (*parent and family engagement service*), or instructional service using a pull-out or push-in model **C.6.11(c)**	Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, and outcomes. Intervention strategies and supporting data should be included.	Supporting documentation and evidence in the proposal showing parent engagement (80%) or student participation (85%) in the program	OFPG will conduct as least one (1) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants	
Discuss and show evidence of communication and parent and family engagement events and student programs **C.9.10**	Acceptable proof includes 3-4 parent involvement programs and references of at least three parents.	Supporting documentation and evidence in the proposal reflecting 80% of the population	OFPG will conduct at least one (1) site visit during the course of the program	

Evidence of communication method and frequency to meet with parents and school administrators/classroom teachers. **C.9.10, C.6**	Acceptable evidence will include a model for the entire calendar year, to include summer services. Graphs should be incorporated to reflect parent outreach and instructional programs for students.	Supporting documentation and evidence in the proposal at least two times per month	OFPG will conduct as least one (1) site visits during the program and meet monthly, or otherwise determined with the Contractor, for service updates	

C.11.3 The Contractor(s) shall be responsible for the submission of all appropriate documentation within the required timeframe as required by the DCPS FPG. The DCPS Contract Administrator (CA) will monitor all Contractor deliverables for timelines and quality. The CA will conduct regular interviews to verify the condition and professionalism of the Contractor's staff, which delivers services and reports substantiated by appropriate documentation.

C.11.4 The Contractor(s) shall maintain compliance with all federal and state laws and regulations and will not discriminate based on race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, or disability. This applies to all educational programs and extra-curricular activities.

C.13 CONTRACTOR(S) RESPONSIBILITIES

C.13.1 The Contractor(s) shall ensure the requirements stated in **SECTION C** are met.
C.13.2 The Contractor(s) shall ensure the additional following requirements are met:
C.13.2.1 The Project Manager will reach out to school administrators, at least one week before the commencement of school opening; and
C.13.2.2 The Project Manager should have excellent written and oral communication skills, along with teaching or administrative experience.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base term of the contract shall be for a period from date of award through September 30, 2021.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of **four (4) one-year** option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The initial 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 before the expiration of the contract.

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to complete the District's requirements and submit each deliverable to the CA identified in section G.9 following the following:

SECTION REF.	DELIVERABLE	QTY	FORMAT/METHOD OF DELIVERY	DUE DATE
G.1	Invoice (s)	1	Soft Copy	15th of every month
C.10.1.1	Pre-Assessment Data Report (Task I)	1	Hard/Soft Copy	November 15th
C.10.1.2	Attendance Data Report (Task I)	3	Soft Copy	15th of Dec/Mar/Jun
C.10.1.3	Post Assessment Data Report	1	Hard/Soft Copy	July 15th
C.10.1.4 C.10.2.1	Monthly Reports (Task I & Task II)	3	Hard/Soft Copy	15th of every month
C.10.5	Mid-Year Assessment Data- Report (Task 1&II)	1	Hard/Soft Copy	April 15th
C.10.1.5 C.10.2.2	Mid-Year Report (Task I&II)	1	Hard/Soft Copy	January 15th
C.10.1.6	End of the Year Final Report (Task I&II)	1	Hard/Soft Copy	August 15th
C.5.8	Government-Owned Property List	1	Itemized Hard Copy	November 15th each school year

C.5.3	Hierarchical Chart (Personnel Protocols)		Itemized Hard Copy	5 working days from award
C.5.5 C.6.8	Service Plan (C.5.5, C.6.8)	1	Hard/Soft copy	August 15th of school year
C.6.10	Child Abuse/Neglect Training (Task I&II)	1		August 1st/each school year
C.9.12	A catalog of parental engagement activities/events to private school administrators.	1	Hard/Soft copy	November and March each school year
C.9.18	Monthly Progress Reports to Parents		USPS/Email	Monthly

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor(s), based upon Section B (Price/Cost Schedules) and Section F (Deliverables) upon receipt of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

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

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

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51%

District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Payment will be based upon Section B.3 - Price/Cost Schedule and Section F.3 - Deliverables.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

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

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

G.6.3 Subcontract requirements. The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Brenda Allen, Contracting Officer
Contracts and Acquisitions Division, Resource Strategy Office
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Phone: 202-251-2780
Email: Brenda.Allen@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

Eryka Anderson, M.S.W.
Program Coordinator, Federal Programs and Grants
School Finance Division, Office of Resource Strategy
District of Columbia Public Schools
1200 First Street NE, 12th Floor
Washington, DC, 20002
Email: eryka.anderson@k12.dc.gov
Phone: 202-442-8761
Cell: 202-853-1264

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the U.S. Department of Labor Wage Determination N0.: 2015-4281, Revision No.: 16, Date of Revision: 04/23/2020 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq*., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

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

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

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

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

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

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

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

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

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

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of $250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

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

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

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

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

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

H.9.2 <u>Subcontracting Plan</u>

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

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

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

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

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

H.11 DISTRICT RESPONSIBILITIES

H.11.1 DCPS FPG will produce a list of all participating schools with contact information, at least two weeks before the program beginning.

H.11.2 DCPS will rank and select participants for instruction in reading or math through an identification based on multiple educationally related criteria in accordance with Title I. An initial listing of these rankings will be presented to the Contractor by mid-August, of every year, before the program implementation. This instruction time shall be in addition to the participants regularly scheduled in-class instruction. Student participants shall receive at least 45 minutes of instruction per week in reading and/or math. Further, student participants should not be pulled out of another core academic class to receive Title I instruction during the day.

H.11.3 DCPS will approve student ratio modifications submitted by Contractor(s) with sufficient justification.

H.11.4 DCPS will provide a list of all eligible Title I participants by August 15th, of every year, for students who can participate in the Title I program.

H.12 CONTRACTOR RESPONSIBILITIES

SEE SECTION C

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

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

- All Instructional Staff

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

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

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

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

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

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

(A) a written authorization which authorizes the District to conduct a criminal background check;

(B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) A written acknowledgment stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) A written acknowledgment is stating that the Contractor has notified them that they may be denied employment or a volunteer position, or maybe terminated as an employee or volunteer based on the results of the criminal background check.

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

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

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

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or

intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);

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

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

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

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

H.13.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.13.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.13.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.13.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of a criminal background and traffic record checks.

H.13.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.13.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.13.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before

judgment or placement of a case on the stet docket because of or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.13.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.13.1 and H.13.2.

H.13.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

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

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

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

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

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

4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

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

   The vendor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

   OCP should collect, review for accuracy and maintain all warranties for goods and services.

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

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. 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 of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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

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

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

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

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

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

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

The Government of the District of Columbia

Brenda Allen Contracting Officer
Contracts and Acquisitions Division, Resource Strategy Office
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Phone: 202-251-2780
Email: Brenda.Allen@k12.dc.gov

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

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

J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

14. Disputes

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

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

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

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;
(iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(iii) The Contractor's request for relief or other action by the CO.

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

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

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

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

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

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

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

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

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

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

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

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

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

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

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

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

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

I.12 CHANGES

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

15. Changes:

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

(1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
(2) Obtains a certification of funding to pay for the additional work;
(3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
(4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

(1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
(2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information,

disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;
(c) demotion, layoff or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

(9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting

agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination N0.: 2015-4281, Revision No.: 16, Date of Revision: 04/23/2020
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2020 available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.9	First Source Initial Employment Plan (if contract is $300,000 or more) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.10	Bidder Offeror Certification Form available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 The offeror shall submit one (1) original ***electronic*** copy of the proposal and associated attachments. The proposals shall be submitted in two parts titled, "Technical Proposal" and "Price Proposal". The electronic proposal shall have a 12-point font size on 8.5" by 11" paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via dcpsoca.inquiries@k12.dc.gov and file marked: Proposal in Response to Solicitation No. RFP GAGA-2021-R-0037 "Instructional and Parental Involvement Services" The email transmission must include the name of bidder/offeror, email address, and telephone number.

L.2.2 All attachments shall be submitted as a PDF file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal." The vendor shall also label clearly each task they are responding to (i.e., Technical Proposal – Task 1, Technical Proposal – Task 2, Price Proposal – Task 1 and Price Proposal – Task 2).

L.2.5 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 and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

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

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

L.4.1 Proposal Submission

L.4.1.1 Proposals must be submitted electronically via email at: via dcpsoca.inquiries@k12.dc.gov **no later than , Tuesday, February 9, 2021, at 2:00 PM EST.**

L.4.1.2 Error in Proposal

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

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Late Proposals

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

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the dcpsoca.inquiries@k12.dc.gov .The prospective offeror should submit questions no later than **Friday, January 22, , 2021 4:00PM EST,**. The District may not consider any questions received after January 22, 2020. The District will furnish responses email. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

The amendment will be posted on DCPS website on **Thursday, January 28, 2021, by 2:00PM EST**. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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 pricing for the option year(s).

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Brenda Allen Contracting Officer
Contracts and Acquisitions Division, Resource Strategy Office
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Phone: 202-251-2780
Email: Brenda.Allen@k12.dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BEST AND FINAL OFFERS

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

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offerors;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District***:***

a) They have the technical expertise required to complete all tasks;
b) They plan for all sub-tasks any task may involve;
c) They provide the District with all information needed to make decisions (e.g., theoretical analysis, possible scenarios with pros and cons, numbers) and;
d) They have the ability and desire to work in close collaboration with District staff and comply with District applicable laws and regulations and policy priorities

Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

a) A sample performance lesson plan from start to finish; showing its progress through the school year;
b) A sample plan that shows and demonstrates alignment to school needs and special needs students; and
c) An example of curriculum used, and engagement services provided and documentation and communications logs to show student progress.

L.19 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via virtual conference at 1:00 P.M. on Tuesday, January 19, 2021 via Microsoft Teams. Participants will be required to register in advance so that invitations can be sent, and their attendance can be properly recorded. Registration requests should be sent to dcpsoca.inquiries@k12.dc.gov by 10:00AM on Tuesday, January 19, 2021. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

SECTION M - EVALUATION FACTORS

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

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.

2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

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 in the manner described below:

M.3.1 TECHNICAL CRITERIA (85 Points Maximum)

M.3.1.1 FACTOR A - Value-Added Expertise (15 Points maximum)

1. This evaluation factor considers the specific expertise in the educational approaches and models required to implement services associated with scientific modeling and national gains, as well as related statistical advancements (e.g., scientific-based curriculum, data infusion, student progress, and matriculation, and technical enhancement).

2. This factor will be evaluated on the technical approach, and demonstrated the viability of the proposed technical solution, based on a clear and thorough understanding of the relevant educational techniques.

M.3.1.2 FACTOR B - Proposed Methodology (30 Points maximum*)*

1. This evaluation factor considers the methodology proposed for this project, including data assembly and analysis, the progress of student achievement, matriculation out of Title I, project implementation, and information of policy decisions, ongoing support, project management, and documentation.

2. Instructional and parent and family engagement services rendered shall be structured on scientifically based research methods of instruction and parental engagement. This document shall be submitted within the Technical Proposal showing the contractors' scientific model of instruction.

   This factor will be evaluated based on the completeness of the proposed methodology and its match to the scope of work above. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. Approaches that maximize transparency, and DCPS' ability to make informed, data-based decisions will be rated higher.

M.3.1.3 FACTOR C- Past Performance and Experience (20 points maximum)

1. Evaluation of past performance and experience allows DCPS to assess the contractor's ability to perform and the relevance of work performed.
2. This factor considers the extent of the contractor's past performance within the last five years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of contractor's performance on projects of comparable size, highly technical nature, complexity. The currency and relevance of the information, source of information, the context of the data, and general trends in contractor's performance shall be considered.
3. The contractor shall provide the past performance evaluation forms of three previous contracts for which the contractor provided identical or similar work within the last five. Include Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Type of School(s) Served, Number of School(s) Served, Number of Students Served, Name of the Contact Person, and Title, and Telephone Number and email address.

M.3.1.4 FACTOR D - Proposed Project Team (10 Points maximum)

1. This evaluation factor considers the education, experience, knowledge, past performance, necessary skills, and expertise of the key personnel directly assigned to the project.
2. This factor will be evaluated on the specific skill sets of the proposed project team. Each team member must provide the required specific expertise (e.g., econometric analysis, data analysis, reporting, project management) based on their project role.
3. This evaluation factor also considers organizational structure, and staff support, based on their project role.

M.3.1.5 FACTOR E- Compliance with Schedule (10 Points maximum)

1. This evaluation factor considers the proposed schedule and the SEA and LEA regulations.
2. This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

M.3.2 PRICE CRITERION (15 Points Maximum)

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:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 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.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 <u>Application of Preferences</u>

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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

END OF SECTION

N.1 PRICE SCHEDULE – Firm-Fixed Price with Material Cost Reimbursement Component

Pricing must be submitted in a separately sealed envelope. Fixed prices shall include all direct and indirect costs.

N.1.2 BASE YEAR (Date of Award – September 30, 2021)

Contract Line Item No. (CLIN)	Item Description Task 1A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
0001	Instructional Services	Each student for a 3-month period	500 Students	$_____	$_____
0002	Administrative Cost	Month	5	$_____	$_____
0003	Material Cost Reimbursement	Not to Exceed			$100,000
TASK 1A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 1B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
0004	Summer Instructional Services	Each student for a 6-week period	150 Students	$_____	$_____
0005	Summer Administrative Cost	Week	6	$_____	$_____
0006	Material Cost Reimbursement	Not to Exceed			$20,000
TASK 1B TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
0007	Parental Engagement Services	Each student for a 3-month period	500 Students	$_____	$_____
0008	Administrative Cost	Month	5	$_____	$_____
0009	Material Cost Reimbursement	Not to Exceed			$50,000
TASK 2A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
0010	Summer Parental Engagement Services	Each student for a 6-week period	150 Students	$_____	$_____
0011	Summer Administrative Cost	Week	6	$_____	$_____
0012	Material Cost Reimbursement	Not to Exceed			$5,000
TASK 2B TOTAL					**$_____**

N.1.3 OPTION YEAR ONE (October 1, 2021 – September 30, 2022)

Contract Line Item No. (CLIN)	Item Description Task 1A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1001	Instructional Services	Each student for a 10-month period	500 Students	$_____	$_____
1002	Administrative Cost	Month	12	$_____	$_____
1003	Material Cost Reimbursement	Not to Exceed			$100,000
TASK 1A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 1B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1004	Summer Instructional Services	Each student for a 6-week period	150 Students	$_____	$_____
1005	Summer Administrative Cost	Week	6	$_____	$_____
1006	Material Cost Reimbursement	Not to Exceed			$20,000
TASK 1B TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1007	Parental Engagement Services	Each student for a 10-month period	500 Students	$_____	$_____
1008	Administrative Cost	Month	12	$_____	$_____
1009	Material Cost Reimbursement	Not to Exceed			$50,000
TASK 2A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1010	Summer Parental Engagement Services	Each student for a 6-week period	150 Students	$_____	$_____
1011	Summer Administrative Cost	Week	6	$_____	$_____
1012	Material Cost Reimbursement	Not to Exceed			$5,000
TASK 2B TOTAL					**$_____**

N.1.4 OPTION YEAR TWO (October 1, 2022– September 30, 2023)

Contract Line Item No. (CLIN)	Item Description Task 1A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
2001	Instructional Services	Each student for a 10-month period	500 Students	$_____	$_____
2002	Administrative Cost	Month	12	$_____	$_____
2003	Material Cost Reimbursement	Not to Exceed			$100,000
TASK 1A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 1B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
2004	Summer Instructional Services	Each student for a 6-week period	150 Students	$_____	$_____
2005	Summer Administrative Cost	Week	6	$_____	$_____
2006	Material Cost Reimbursement	Not to Exceed			$20,000
TASK 1B TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
2007	Parental Engagement Services	Each student for a 10-month period	500 Students	$_____	$_____
2008	Administrative Cost	Month	12	$_____	$_____
2009	Material Cost Reimbursement	Not to Exceed			$50,000
TASK 2A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
2010	Summer Parental Engagement Services	Each student for a 6-week period	150 Students	$_____	$_____
2011	Summer Administrative Cost	Week	6	$_____	$_____
2012	Material Cost Reimbursement	Not to Exceed			$5,000
TASK 2B TOTAL					**$_____**

N.1.5 OPTION YEAR THREE (October 1, 2023 – September 30, 2024)

Contract Line Item No. (CLIN)	Item Description Task 1A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
3001	Instructional Services	Each student for a 10-month period	500 Students	$_____	$_____
3002	Administrative Cost	Month	12	$_____	$_____
3003	Material Cost Reimbursement	Not to Exceed			$100,000
TASK 1A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 1B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
3004	Summer Instructional Services	Each student for a 6-week period	150 Students	$_____	$_____
3005	Summer Administrative Cost	Week	6	$_____	$_____
3006	Material Cost Reimbursement	Not to Exceed			$20,000
TASK 1B TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
3007	Parental Engagement Services	Each student for a 10-month period	500 Students	$_____	$_____
3008	Administrative Cost	Month	12	$_____	$_____
3009	Material Cost Reimbursement	Not to Exceed			$50,000
TASK 2A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
3010	Summer Parental Engagement Services	Each student for a 6-week period	150 Students	$_____	$_____
3011	Summer Administrative Cost	Week	6	$_____	$_____
3012	Material Cost Reimbursement	Not to Exceed			$5,000
TASK 2B TOTAL					**$_____**

N.1.6 OPTION YEAR FOUR (October 1, 2024 – September 30, 2025)

Contract Line Item No. (CLIN)	Item Description Task 1A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
4001	Instructional Services	Each student for a 10-month period	500 Students	$_____	$_____
4002	Administrative Cost	Month	12	$_____	$_____
4003	Material Cost Reimbursement	Not to Exceed			$100,000
TASK 1A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 1B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
4004	Instructional Services	Each student for a 6-week period	150 Students	$_____	$_____
4005	Summer Administrative Cost	Week	6	$_____	$_____
4006	Material Cost Reimbursement	Not to Exceed			$20,000
TASK 1B TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2A	Unit	Estimated Quantity	Unit Price	Total Estimated Price
4007	Parental Engagement Services	Each student for a 10-month period	500 Students	$_____	$_____
4008	Administrative Cost	Month	12	$_____	$_____
4009	Material Cost Reimbursement	Not to Exceed			$50,000
TASK 2A TOTAL					**$_____**

Contract Line Item No. (CLIN)	Item Description Task 2B	Unit	Estimated Quantity	Unit Price	Total Estimated Price
4010	Summer Parental Engagement Services	Each student for a 6-week period	150 Students	$_____	$_____
4011	Summer Administrative Cost	Week	6	$_____	$_____
4012	Material Cost Reimbursement	Not to Exceed			$5,000
TASK 2B TOTAL					**$_____**