



SOLICITATION, OFFER, AND AWARD  Government of the District of Columbia				1. Caption:				Page 1 of 51 Pages	
				Whole Child Supports				1	51
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
TBD		GAGA-2021-R-0130				07/20/21			
				X				Open	
				Sealed Proposals (RFP)				Set Aside	
				Other		X		Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of the Chief Resource Strategy Officer Contracts and Acquisitions Division 1200 First Street N.E., 9 th floor Washington, D.C. 20002						8. Address Offer to: dcpsoca.inquiries@k12.dc.gov			
NOTE: In Sealed Competitive Proposal Solicitations "offer" and "offeror" means "bid" and "bidder."									
SOLICITATION									
9. Due to the current "Stay-at-Home Order" and Teleworking conditions of the District government, electronic offers for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, No later than 3:00pm EST Monday, August 9, 2021.									
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			
LaVeta Hilton			Phone 202-442-5112			Laveta.hilton@k12.dc.gov			
11. Table of Contents									
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OFFER									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date		Amendment Number		Date
15A. Name and Address of Offeror			15 C. Check if remittance address is different from above <input type="checkbox"/> - Refer to Section G			17. Signature		18. Offer Date	
15B. Telephone									
(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, Contracts and Acquisitions Division, on behalf of the Office of School Improvement and Support (OSIS) is seeking a Contractor to provide high-quality Tier 1 (for the whole school) and Tier 2 (for subgroups of students) supports in the areas of academics, attendance, behavior, and social-emotional learning at seventeen (17) prioritized schools within the District of Columbia Public Schools. The prospective offeror must have experience servicing an urban school setting with an estimated student population of 40,000 or more students.

B.1.2 The Contractor shall have a minimum of five (5) years of business experience including three years of previous experience providing supports in the areas of academics, attendance, behavior, and social-emotional learning in an urban school setting. Contractor shall demonstrate exemplar previous experience in Section M.3.1 Professional Qualifications.

B.2 PRICE SCHEDULE:

B.2.1 The District contemplates a Firm-Fixed Price Requirements contract award.

B.2.2 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 may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.2.3 For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

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

B.2.4 In completing the below schedule, the prospective offerors shall provide pricing data inclusive of indirect and direct cost.

B.3 PRICE/COST SCHEDULE – REQUIREMENTS:

B.3.1 Base Year – August 23, 2021 to August 22, 2022:

TIER I					
Contract Line Item No. (CLIN)	Item Description	Quantity (estimated number)	Unit	Unit Cost	Total Price
CLIN #001	Planning, Implementation, Delivery of Services: Whole School Supports (section C.5)	17 schools	each	\$	\$

B.3.1 (Continued—Base Year)

TIER II (section C.5)					
CLIN #002	Subgroup: Academic Supports	17 schools	each	\$	\$
CLIN #003	Subgroup: Attendance Supports	17 schools	each	\$	\$
CLIN #004	Subgroup: Behavioral Supports	17 schools	each	\$	\$
CLIN #005	Subgroup: Social Emotional Learning Supports	17 schools	each	\$	\$
Grand Total for B.3.1					\$

B.3.2 Option Year One – August 23, 2022 to August 22, 2023:

TIER I					
Contract Line Item No. (CLIN)	Item Description	Quantity (estimated number)	Unit	Unit Cost	Total Price
CLIN #1001	Planning, Implementation, Delivery of Services: Whole School Supports (section C.5)	17 schools	each	\$	\$
TIER II					
CLIN #1002	Subgroup: Academic Supports	17 schools	each	\$	\$
CLIN #1003	Subgroup: Attendance Supports	17 schools	each	\$	\$
CLIN #1004	Subgroup: Behavioral Supports	17 schools	each	\$	\$
CLIN #1005	Subgroup: Social Emotional Learning Supports	17 schools	each	\$	\$
Grand Total for B.3.2					\$

B.3.3 Option Year Two – August 23, 2023 to August 22, 2024:

TIER I					
Contract Line Item No. (CLIN)	Item Description	Quantity (estimated number)	Unit	Unit Cost	Total Price
CLIN #2001	Planning, Implementation, Delivery of Services: Whole School Supports (section C.5)	17 schools	each	\$	\$
TIER II					
CLIN #2002	Subgroup: Academic Supports	17 schools	each	\$	\$
CLIN #2003	Subgroup: Attendance Supports	17 schools	each	\$	\$
CLIN #2004	Subgroup: Behavioral Supports	17 schools	each	\$	\$
CLIN #2005	Subgroup: Social Emotional Learning Supports	17 schools	each	\$	\$
Grand Total for B.3.3					\$

B.3.4 Option Year Three – August 23, 2024 to August 22, 2025:

TIER I					
Contract Line Item No. (CLIN)	Item Description	Quantity (estimated number)	Unit	Unit Cost	Total Price
CLIN #3001	Planning, Implementation, Delivery of Services: Whole School Supports (section C.5)	17 schools	each	\$	\$
TIER II					
CLIN #3002	Subgroup: Academic Supports	17 schools	each	\$	\$
CLIN #3003	Subgroup: Attendance Supports	17 schools	each	\$	\$
CLIN #3004	Subgroup: Behavioral Supports	17 schools	each	\$	\$
CLIN #3005	Subgroup: Social Emotional Learning Supports	17 schools	each	\$	\$
Grand Total for B.3.4					\$

B.3.5 Option Year Four – August 23, 2025 to August 22, 2026:

TIER I					
Contract Line Item No. (CLIN)	Item Description	Quantity (estimated number)	Unit	Unit Cost	Total Price
CLIN #4001	Planning, Implementation, Delivery of Services: Whole School Supports (section C.5)	17 schools	each	\$	\$
TIER II					
CLIN #4002	Subgroup: Academic Supports	17 schools	each	\$	\$
CLIN #4003	Subgroup: Attendance Supports	17 schools	each	\$	\$
CLIN #4004	Subgroup: Behavioral Supports	17 schools	each	\$	\$
CLIN #4005	Subgroup: Social Emotional Learning Supports	17 schools	each	\$	\$
Grand Total for B.3.5					\$

B.4 REQUIREMENTS CONTRACT:

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

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The DCPS/OSIS requires the services of a Contractor to provide high-quality Tier 1 (for the whole school) and Tier 2 (for subgroups of students) supports in the areas of academics, attendance, behavior, and social-emotional learning at seventeen (17) prioritized schools within DCPS. The Contractor will provide a predetermined number of full-time staff or volunteers to implement research-validated Tier 1 and Tier 2 supports at each school. The Contractor will be responsible for working within the structure of the traditional DCPS school calendar and schedule to provide supports in alignment with specific school and student needs. This program will operate alongside school-led supports and should complement the work of school staff. The Contractor should have a demonstrated track record of success providing whole child supports (including academic, attendance, behavior, and social-emotional), including school-wide supports as well as individualized or small group supports.

C.2 APPLICABLE DOCUMENTS:

C.2.1 The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date	Location
1.	DC Public Schools Outlines Health and Safety Measures for School Year 2021-2022	May 2021	https://dcps.dc.gov/release/dc-public-schools-outlines-health-and-safety-measures-school-year-2021-2022
2.	DCPS School Year Calendar	July 2021	https://dcps.dc.gov/page/dcps-calendars
3.	DCPS Attendance and Truancy Policy	August 2018	https://dcps.dc.gov/sites/default/files/dc/sites/dcps/page_content/attachments/FINAL%20DCPS%20Attendance%20and%20Truancy%20Policy%2008-21-18.pdf
4.	DCPS Recess Guidance	November 2019	https://dcps.dc.gov/node/1386411
5.	DCPS District-Wide Bullying Prevention Policy	November 2013	https://dcps.dc.gov/sites/default/files/dc/sites/dcps/publication/attachments/DCPS%20Bullying%20Prevention%20Policy.pdf
6.	DCPS Behavior and School Culture	2018	https://dcps.dc.gov/page/behavior-and-school-culture

C.2.2 The documents, as set forth in Section C.2.1, are subject to revision and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor shall be responsible for ensuring reference and compliance with the revisions and updates.

C.2.3 The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws and court orders related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause in attachment J.1 "Standard Contract Provisions" as a result of compliance with future regulations, policies, and subsequent amendments including but not limited to the following applicable documents.

C.2.4 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

C.3 DEFINITIONS:

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

C.3.1 “Deliverables” -- A product or service developed for a client.

C.3.2 “Professional Learning Community (PLC)” -- An extended environment to enable communications and collaboration among education professionals, especially across multiple schools or districts.

C.3.3 “Request for Proposals (RFP)” -- A solicitation made by agencies or organizations as part of a process to procure goods or services from experts in the vendor community.

C.3.4 “Student Information System (SIS)” -- An information management solution used to collect, track and report student level data.

C.4 BACKGROUND:

C.4.1 Through a consultative model of collaboration, the Office of School Improvements and Supports (OSIS) is charged with developing, aligning, and delivering high-quality supports to ensure students, particularly students furthest away from opportunity, are in school, able to engage in rigorous learning, and have a joyous educational environment. OSIS seeks to continue this work to accelerate learning as we enter School Year 2021-2022.

C.4.2 Due to the various impacts of the COVID-19 pandemic, DCPS/OSIS requires the necessary Whole Child Support Services (as listed in Section B.3 and C.5) to support prioritized DCPS schools with their acceleration efforts stemming from the impacts.

C.4.2.1 At each school, in each domain, supports must be available:

C.4.2.1.1 School-wide: Accessible to all students and families within the school or specified grade band, based on school need; and

C.4.2.1.2 Targeted: Accessible to a subset of prioritized students, identified collaboratively by the school and Contractor

C.4.3 DCPS is an urban school district with 117 schools. Based on SY 2020-2021 totals, the DCPS student population is as follows:

- 21% Hispanic
- 5% Asian, Multiracial, Other
- 16% White
- 58% Black
- <1% Native Hawaiian/Other Pacific Islander
- 15% Are English Language Learners
- 16% Receive Special Education Services

C.5 REQUIREMENTS: The prospective offeror's solution shall meet the following criteria, at a minimum.

C.5.1 Recruit and Train Staff: Contractor shall recruit a cohort of high-functioning staff or volunteers to work full time at a designated school. Contractor shall train staff or volunteers to provide whole child supports for the whole school (Tier 1) and prioritized sub-groups of students (Tier 2) in the areas of academics (literacy and math), attendance, behavior, and social-emotional learning. Tier 1 and Tier 2 supports will be determined in collaboration with school staff, based on the needs of students, staff, and families in the school community. Specific number of staff/volunteers needed at each school is available (see C.5.9).

C.5.2 Deliver Whole Child Supports: Contractor shall plan and execute research proven strategies for supporting the development of the whole child in the areas of academics (literacy and math), attendance, behavior, and social-emotional learning. Strategies shall include supports for the whole school, as well as prioritized subgroups of students, identified collaboratively by the school and contractor. Whole School Supports shall span the entire school year; subgroup supports may begin in Quarter 2 (November 2021). It is estimated that whole child support services are required at seventeen (17) participating DCPS school sites (see C.5.8).

C.5.2.1 Supports for all students may include, but are not limited to, in-classroom supports, attendance initiatives, and school celebrations (e.g. assemblies, spirit week, competitions).

C.5.2.2 Supports for subgroups of students may include, but are not limited to, targeted tutoring or coaching sessions in academics, attendance, behavior, and social-emotional learning. All tutoring or coaching sessions must employ evidence-based practices and take place at least twice a week for 10 to 30 minutes per subject.

C.5.2.3 In the event that DCPS returns to an all or partial virtual learning posture, the Contractor shall provide supports to students through online sessions. DCPS will provide specific modalities and school/student schedule information, to assist with connecting with students.

C.5.2.4 During in-person learning periods, the Contractor shall provide a team of high-functioning staff or volunteers to serve full time at the designated school sites, providing supports during and after school hours. DCPS will provide specific school/student schedule information, to assist with providing whole child supports.

C.5.3 Family Engagement: The Contractor shall offer family engagement opportunities, in collaboration with school staff, to support the development of the whole child. This support may include, but is not limited to, back-to-school night, family academic nights (e.g. Literacy Night), home visits with teachers, and parent-teacher conferences in collaboration with teachers. Specific family engagement opportunities will be determined by each school based on current structures and community needs. Family engagement opportunities will occur at least once per quarter unless otherwise directed by the school.

C.5.4. Afterschool Support: The Contractor shall offer afterschool supports, in collaboration with school staff and other partners, to support the development of the whole child. This support may include, but is not limited to, homework help, targeted tutoring or coaching sessions, student clubs, and other enrichment activities. Specific afterschool support opportunities will be determined by each school based on current structures and community needs. Afterschool supports will occur at least twice per week unless otherwise directed by the school.

- C.5.5 Progress Monitoring:** The Contractor shall utilize DCPS' Multi-Tiered Systems of Support (MTSS) framework, in collaboration with school staff, to gauge student progress and provide updates to DCPS staff on the progress and needs of the students participating in the program. Contractor shall leverage the MTSS data system to track interventions as directed by school staff. Contractor shall work collaboratively with school staff to adjust strategies as needed according to student progress and needs.
- C.5.6 Quarterly Reports:** The Contractor shall provide quarterly reports at both the school and District level. School level reports shall detail the services provided (Tier 1 and Tier 2 in each content area – academics, behavior, social-emotional, and attendance); for each service, report shall detail the number of students impacted, the frequency/dosage of the service, and corresponding academic, attendance, behavior, and social-emotional data as relevant. District level reports shall provide information about the total number of students receiving Tier 1 and Tier 2 supports in each content area (academic, behavior, social-emotional, and attendance), and frequency/dosage of the service, and corresponding academic, attendance, behavior, and social-emotional data as relevant. School level reports shall be submitted to both the school and the Contract Administrator (see G.9.2); District level report shall be submitted to the Contract Administrator.
- C.5.7 Student Reporting:** At the end of each school year the Contractor shall prepare and provide a report containing a list of students who received Tier 2 supports. The Contractor shall submit the report to OSIS (date and method TBD by DCPS), and the report shall include the students' first and last names, student ID numbers, and domain(s) in which support was provided.
- C.5.8 The Contractor shall provide Whole Child Supports services at the following seventeen (17) DCPS school sites:
- 1) Garrison Elementary School
 - 2) Hendley Elementary School
 - 3) Leckie Education Campus
 - 4) Miner Elementary School
 - 5) Powell Elementary School
 - 6) Smothers Elementary School
 - 7) Stanton Elementary School
 - 8) Turner Elementary School
 - 9) Eliot-Hine Middle School
 - 10) Hart Middle School
 - 11) Ida B. Wells Middle School
 - 12) Kelly Miller Middle School
 - 13) Kramer Middle School
 - 14) Stuart-Hobson Middle School
 - 15) Cardozo Education Campus (Grades 6-9)
 - 16) Dunbar High School
 - 17) Eastern High School

C.5.9 DCPS Schools and Required Staffing Capacity for Services:

Schools	Full Time Staff/ Volunteers
Turner Elementary School	10
Hendley Elementary School	6
Leckie Education Campus	6
Stanton Elementary School	7
Smothers Elementary School	8
Miner Elementary School	8
Powell Elementary School	9
Garrison Elementary School	5
Kelly Miller Middle School	6
Stuart-Hobson Middle School	9
Eliot-Hine Middle School	8
Cardozo Education Campus (Grades 6-9)	8
Dunbar High School	7
Eastern High School	13
Ida B. Wells Middle School	7
Kramer Middle School	5
Hart Middle School	7

C.6 ROLES and RESPONSIBILITIES:**C.6.1 Contractor Responsibilities**

- C.6.1.1 The Contractor shall provide Implementation/deployment and consulting in accordance with section C.5.
- C.6.1.2 The Contractor shall provide a project manager to coordinate the contract requirements.
- C.6.1.3 The Contractor shall provide all technology materials for their staff, i.e. laptops, mobile phones, tablets, etc.
- C.6.1.4 The Contractor shall provide explicit escalation pathway to Contractor upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team.
- C.6.1.5 The Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc) using format and with frequency agreed upon at project initiation.
- C.6.1.6 The Contractor shall be responsible for preparing, scheduling, and conducting training for for their staff.
- C.6.1.7 The Contractor shall ensure that their staff adhere to the District's mask and health mandates. At the time of this solicitation issuance, the District government requires the wearing of masks inside schools and education facilities and while on duty, this includes all DCPS locations. **All contractors and employees must wear a mask regardless of whether they are fully vaccinated**

C.6.2 DCPS Responsibilities

- C.6.2.1 DCPS shall ensure successful contractor performance, prevent cost overruns, and/or ensure the efficient and timely delivery of goods and/or services.
- C.6.2.2 DCPS shall perform administrative duties, which includes but not limited to: (1) reviewing payment requests for consistency relative to cost and services completed, (2) review, approval and/or rejection of invoices, (3) notifying accounts payable regarding all rejected invoices with explanation of rejection and (4) maintenance of records pertaining to services provided.
- C.6.2.3 The Contract Administrator (CA), as identified in G.9.2, shall conduct a formal evaluation of the contractor and the services provided under this contract on a quarterly basis upon award of the contract.
- C.6.2.4 The CA shall notify the Contracts and Acquisitions Division (CAD) if the Contractor is not meeting the established terms and conditions of the contract and in compliance with applicable health, safety and civil rights laws.
- C.6.2.5 DCPS will work with Contractor's POC to build a structure that will allow for teachers and Contractor's POC/designee to plan together during the school day in order to strengthen instructional practices and meet students' needs so long as the planning is in accordance with the WTU contract.
- C.6.2.6 DCPS will provide resources necessary to inform and update Contractor's staff and/or POC in district literacy, mathematics, and the Teaching and Learning Framework.
- C.6.2.7 DCPS will provide access to student-level data, as necessary.
- C.6.2.8 The DCPS staff and Contract Administrator will not report to nor be supervised by any Contractor personnel.
- C.6.2.9 DCPS may, at its sole discretion, replace any DCPS resources assisting this project with other resources (including CA) and/or designate third party advisors (i.e. OCS, OSSE, etc.) to support the services at any stage.
- C.6.2.10 DCPS will provide the Contractor with any required data requested and necessary for the success of the product, subject to the conditions and requirements of Section I.3 of this contract.
- C.6.2.11 DCPS will provide accessibility to the Contract Administrator via email and/or telephone during regular business hours to answer any questions the Contractor has regarding implementation of services, including but not limited to logistical support and or access to student data.

SECTION D: PACKAGING AND MARKING

[RESERVED]

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for this contract 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 term of the contract shall be for a period of one year, from August 23, 2021 through August 22, 2022.

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 preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES:

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

NO.	CLIN	TASK	DELIVERABLE	RESPONSIBLE PERSONNEL	DEADLINE (RANGE)
1.	C.5.1	Recruit & Train Staff	Recruit a cohort of high-functioning staff or volunteers to work full time at a designated school. Train staff/volunteers to provide whole child supports for the whole school (Tier 1) and prioritized sub-groups of students (Tier 2) in the areas of academics (literacy and math), attendance, behavior, and social-emotional learning. Tier 1 and Tier 2 supports will be determined in collaboration with school staff, based on the needs of students, staff, and families in the school community. Specific number of staff/volunteers needed at each school is available (C.5.9)	Contractor	September 2021

No.	CLIN	TASK	DELIVERABLE	RESPONSIBLE PERSONNEL	DEADLINE (RANGE)
2.	C.5.2	Deliver Whole Child Supports	Plan and execute research proven strategies for supporting the development of the whole child in the areas of academics (literacy and math), attendance, behavior, and social-emotional learning. Strategies shall include supports for the whole school, as well as prioritized subgroups of students, identified collaboratively by the school and contractor.	Contractor	SY2021- 2022 (September- June)
3.	C.5.3	Family Engagement	Offer family engagement opportunities, in collaboration with school staff, to support the development of the whole child. This support may include, but is not limited to, back-to-school night, family academic nights (e.g. Literacy Night), home visits with teachers, and parent-teacher conferences in collaboration with teachers. Specific family engagement opportunities will be determined by each school based on current structures and community needs.	Contractor & DCPS	At least quarterly
4.	C.5.4	Afterschool Support	Provide afterschool supports, in collaboration with school staff and other partners, to support the development of the whole child.	Contractor & DCPS	At least twice per week
5.	C.5.5	Progress Monitoring	Utilize DCPS' Multi-Tiered Systems of Support (MTSS) framework, in collaboration with school staff, to gauge student progress and provide updates to DCPS staff on the progress and needs of the students participating in the program. Leverage the MTSS data system to track interventions as directed by school staff and work collaboratively with school staff to adjust strategies as needed according to student progress and needs.	Contractor	At least quarterly

No.	CLIN	TASK	DELIVERABLE	RESPONSIBLE PERSONNEL	DEADLINE (RANGE)
6.	C.5.6	Quarterly Reporting	Provide quarterly reports at both the school and District level. School level reports shall detail the services provided (Tier 1 and Tier 2 in each content area – academics, behavior, social-emotional, and attendance); for each service, report shall detail the number of students impacted, the frequency/dosage of the service, and corresponding academic, attendance, behavior, and social-emotional data as relevant. District level reports shall provide information about the total number of students receiving Tier 1 and Tier 2 supports in each content area (academic, behavior, social-emotional, and attendance), and frequency/dosage of the service, and corresponding academic, attendance, behavior, and social-emotional data as relevant. School level reports shall be submitted to both the school and OSIS; District level report shall be submitted to OSIS.	Contractor	At least quarterly
7.	C.5.7	Student Reporting	At the end of each school year the Contractor shall prepare and provide a report containing a list of students who received Tier 2 supports. The Contractor shall submit the report to OSIS (date and method TBD by DCPS), and the report shall include the students' first and last names, student ID numbers, and domain(s) in which support was provided.	Contractor	June 2022
8.	C.6.2.7 C.6.2.10	District-wide data	Comprehensive district-wide data will be provided by the District Office upon request for comparative purposes against data collected to trace progress monitoring for targeted student populations.	DCPS	TBD

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, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT:**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT:**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.3 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS:

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE:

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO):

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

LaVeta Hilton
Interim Deputy Chief Procurement Officer
District of Columbia Public Schools
Office of the Chief Resource Strategy Officer
Contracts and Acquisitions Division
1200 1st Street, NE - 9th Floor
Washington, DC 20002
T: 202-442-5112
E: laveta.hilton@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:

Jennifer Rosenbaum
Director, Partnerships & Design
Office of School Improvement and Supports
District of Columbia Public Schools
1200 First Street, NE – 10th Floor
Washington, DC 20002
E: jennifer.rosenbaum@k12.dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES:

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 Revision 18, dated 04/27/21, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION:

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 ADVISORY AND ASSISTANCE SERVICES:**
- H.6.1** This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract;

(3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006:

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS:

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts 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 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a 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 contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a 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 Subcontracting Plan

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:

See Section C.6.2

H.12 CONTRACTOR RESPONSIBILITIES: *In addition to Section C.6.1*

H.12.1 The Contractor's staff providing services to DCPS students are required to undergo fingerprinting and background checks prior to providing services to students. (see H.13)

H.12.2 To protect students and personnel from exposure to coronavirus (COVID-19), contractor and contractors' employees shall follow health guidelines from the DC Department of Health and comply with all DCPS visitor and other policies regarding building entry, health screenings, face coverings, social distancing, and any other health and safety measures outlined in DCPS policies.

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 any personnel with access to students and/or student records.

H.13.2 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.13.3 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

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

H.13.4 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.13.5 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.7.3(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.13.6 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.13.7 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.13.8 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.13.9 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.13.10 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.13.11 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.13.12 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.13.13 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.13.14 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions providing services to students via this solicitation.
- H.13.15 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.13.16 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.13.17 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.13.18 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 www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS:

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

I.3 CONFIDENTIALITY OF INFORMATION:

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

I.4 TIME:

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

I.5 RIGHTS IN DATA:

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

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow (Not Applicable to this solicitation)

1. For all computer software furnished to the District with the rights specified in section B.3, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.3 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS:

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

I.7 SUBCONTRACTS:

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

I.8 INSURANCE:

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

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured.

The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL"). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. **[PLEASE NOTE: The Contractor is NOT AUTHORIZED to transport any DCPS students or staff in their company or personal vehicles.]**
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. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
8. 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 coverage.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

LaVeta Hilton
Interim Deputy Chief Procurement Officer
District of Columbia Public Schools
Office of the Chief Resource Strategy Officer
Contracts and Acquisitions Division
1200 1st Street, NE - 9th Floor
Washington, DC 20002
E: laveta.hilton@dc.gov

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

I.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:

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 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:

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

- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO’s final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA:

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

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the 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 www.ocp.dc.gov click on “Opportunities, and select Required Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination [Wage Determination No. 2015-4281 Revision 18, dated 04/27/21]
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”

Attachment Number	Document
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Opportunities, and select Required Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice [2021 Update], available at www.ocp.dc.gov click on "Opportunities, and select Required Solicitation Attachments"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet [2021 Update], available at www.ocp.dc.gov click on "Opportunities, and select Required Solicitation Attachments"
J.7	Tax Certification Affidavit, available at www.ocp.dc.gov click on "Opportunities, and select Required Solicitation Attachments"
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Opportunities, and select Required Solicitation Attachments"
J.9	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.10	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"

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

[available at www.ocp.dc.gov 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[s] whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered. *However, the District reserves the right to issue multiple awards to the responsible offeror[s] whose offer[s] 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-0130 "Whole School Supports"] 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.”

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 no later than 3pm EST, Monday, August 9, 2021. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.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 shall 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, shall 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 email to dcpsoca.inquiries@k12.dc.gov, and laveta.hilton@k12.dc.gov. **The prospective offeror shall submit questions no later than 12pm EST, Monday, August 2, 2021. The District will not consider any questions received after the specified date of Monday, August 2, 2021 at 12pm EST.** The District will furnish responses via an amendment published on the DCPS website, dcps.dc.gov. 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.

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:

LaVeta Hilton
Interim Deputy Chief Procurement Officer
District of Columbia Public Schools
Office of the Chief Resource Strategy Officer
Contracts and Acquisitions Division
1200 1st Street, NE -- 9th Floor
Washington, DC 20002
T: 202-442-5112
E: laveta.hilton@dc.gov
Re: [INSERT Proposed Contract Number]

L.13 ACKNOWLEDGMENT OF AMENDMENTS:

The offeror shall acknowledge receipt of any amendment to this solicitation via signed copies of the amendments submitted with the proposals. 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 offeror;

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, 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:

- Prospective offeror has a broad client base of districts of various sizes, with different requirements and unique needs.
- Prospective offeror exhibits a strong, steady client retention rate within the K-12 public school market that proves its success in providing high levels of value and service to its clients.

- Prospective offeror can present multiple references from districts of similar size and requirements as DC Public Schools.
- Minimum of three (3) years providing similar or same services in an urban school setting compatible to the size of the District of Columbia Public Schools.

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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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 (60 Points Maximum)

A. Professional Qualifications (20 points maximum)

Provide documentation to support qualification of each proposed staff member with 3 years or more of literacy and/or math tutoring.

B. Management Plan and Compliance (10 Points maximum)

Provide documentation to support qualification and experience of planning, implementing, and managing a management structure to successfully perform the duties herein:

- Samples of completed trainings for contractor staff
- Sample management plan that allows for effective implementation of key project benchmarks, data collection, data analysis, evaluation model, progress monitoring, site visits (inperson/virtual), and sustainability planning

C. Demonstrated Prior Experience (10 point maximum)

The offeror shall submit a list of at least two (2) comparable work/client references preferably including one other government agency and/or school district, for which the company has conducted the same or similar services to include: a. Company name (point of contact, address, email, phone number) b. Contract dollar amount and the start and end dates of the contract c. Brief description of services provided

D. Staffing and Recruiting Capacity (20 point maximum)

Provide documentation to support regarding offeror's previous experience with staffing and recruiting staff for school districts. Information should include the following:

- Company's recruitment strategy and resources to hire and retain staff
- Plans for coverage for potential staff shortages
- Examples of how company recruits and hires for new contracts and keeps contracts staffed throughout contract term.

M.3.2 PRICE CRITERION: (40 Points Maximum)

The price evaluation will be objective. The highest rated offeror(s) 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 (CBE):

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement 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 Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- 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 for proposals submitted by the ROB in response to this RFP.
- 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 for proposals submitted by the LRB in response to this RFP.
- 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 for proposals submitted by the LBE in response to this RFP.

- 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 for proposals submitted by the DZE in response to this RFP.
- 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 for proposals submitted by the DBE in response to this RFP.
- 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 for proposals submitted by the VOB in response to this RFP.
- 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 for proposals submitted by the LMBE in response to this RFP.

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**

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

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

- M.5.4.1** Any Contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any Contractor seeking certification or provisional 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 970N
Washington DC 20001

- M.5.4.3** All Contractors 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 DOCUMENT
