SOLICITATION, OFFER, AND AWARD Government of the District of Columbia	1. Caption: Temporary Staffing Support (Covid Facilitators)	Page 1 of 50 Pages 1	50

2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
TBD	GAGA-2022-I-0221	X	Sealed Offer (IFB)	12/14/21		Open
			Sealed Proposals (RFP)			Set Aside
			Other		X	Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
District of Columbia Public Schools (DCPS) Office of the Chief Resource Strategy Officer Contracts and Acquisitions Division 1200 First Street N.E., 9th floor Washington, D.C. 20002	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 2:00pm EST Decmber 16, 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

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OFFER

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

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

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

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

B.1 The District of Columbia Public Schools (DCPS), Office of the Chief Resource Strategy Officer, Contracts and Acquisitions Division, on behalf of the Office of Student Improvement Supports (OSIS) has an immediate need to receive temporary staffing support from a Contractor with the capacity to provide temporary staffing support services at 120 DCPS locations and DCPS central office.

B.2 The District contemplates a single award of a Labor Hour contract in accordance with 27 DCMR Chapter 24.

B.2.1 The Contractor shall charge an hourly rate for providing temporary staffing support services.

B.2.2 The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.2.3 The hourly rate shall include the time spent on administrative and clerical matters (including, but not limited to, time spent on report writing, documentation, word processing, internal organization of files, papers, document/records, and copying) and other activities related to ensuring DCPS compliance with the provision of services. **The Contractor shall provide technology equipment such as laptops or cellular phones to their staff. The Contractor is not expected to provide materials/equipment to DCPS staff/students.**

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by "Aggregate Award Group" herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY **[N/A]**

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.5.1 For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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

B.6 PRICE/COST SCHEDULE – LABOR HOURS:

B.6.1 Base Year: Date of Award to September 30, 2022

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate*	Estimated Labor Hours	Total Amount (Unit price x Maximum quantity)
CLIN 001	**116-Temporary Staffing:** COVID Response Facilitators (School Level)	**$_____ per hour**	**158,688 hours** (116 **x** up to 171 days **x** 8 billable hours)	**$_____**
CLIN 002	**4-Temporary Staffing:** COVID Response Facilitator Leads (Central Services)	**$_____ per hour**	**5,472 hours** (4 **x** up to 171 days **x** 8 billable hours)	**$_____**
	Grand Total for B.6.1			**Not-to-Exceed Amount** **$_____**

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

B.6.2 Option Year One: October 1, 2022 to September 30, 2023

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate*	Estimated Labor Hours	Total Amount (Unit price x Maximum quantity)
CLIN 1001	**116-Temporary Staffing:** COVID Response Facilitators (School Level)	**$_____ per hour**	**181,888 hours** (116 **x** up to 196 days **x** 8 billable hours)	**$_____**
CLIN 1002	**4-Temporary Staffing:** COVID Response Facilitator Leads (Central Services)	**$_____ per hour**	**6,272 hours** (4 **x** up to 196 days **x** 8 billable hours)	**$_____**
	Grand Total for B.6.2			**Not-to-Exceed Amount** **$_____**

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

B.7 LABOR HOUR CEILING:

B.7.1 The labor hour ceiling for this contract is set forth in Section B.6.

B.7.2 The costs for performing this contract shall not exceed the labor hour ceiling specified in Section B.6.

B.7.3 The Contractor agrees to perform the work and requirements specified in the contract and to meet all obligations under this contract within the labor hour ceiling.

B.7.4 The Contractor must notify the Contracting Officer (CO) in writing, whenever it has reason to believe that the total cost for the performance of this contract will be greater than the cost reimbursement ceiling.

B.7.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

B.7.6 DCPS is not obligated to reimburse the Contractor for costs incurred in excess of the labor hour ceiling specified in Section B.6, and the Contractor is not obligated to continue performance under the contract or otherwise incur costs in excess of the labor hour ceiling specified in Section B.6, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised labor hour ceiling for performing the contract.

B.7.7 If the Contractor exceeds the labor hour ceiling set forth in Section B.6, without obtaining the written notification from the CO as set forth in Section B.7.6, it does so at its own risk.

B.8 **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 shall be made only as authorized in accordance with the Purchase Order. 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. Destinations will be mutually agreed upon by both parties.

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.

B.9 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

(a) Mayor's Order 2021-109 dated September 20, 2021

Beginning November 1, 2021, all adults who are working in person or regularly entering DCPS schools must be fully vaccinated against COVID-19 unless they have been granted a religious or medical exemption from vaccination, which would allow them to submit a weekly COVID-19 test result in lieu of vaccination. This requirement applies to all employees, contractors, interns and volunteers who work in person or regularly enter DCPS school facilities.

(b) Mayor's Order 2021-099 dated August 10, 2021

Beginning September 19, 2021, all District government employees, contractors, interns and volunteers who provide services in person in DCPS facilities, or who have in-person contact with others to complete their work under a District contract must be: (i) fully vaccinated against COVID-19, (ii) granted a religious or medical exemption from vaccination and are undergoing weekly COVID-19 testing, or (iii) undergoing weekly COVID-19 testing.

(c) Application of both Mayor's Order 2021-109 and Mayor's Order 2021-99

DCPS contractors, partner staff, interns and volunteers who serve in person or regularly enter schools are required to comply with the vaccination mandate outlined in Mayor's Order 2021-109 as referenced above (mandatory COVID-19 vaccination unless granted a religious or medical exemption, which requires weekly testing in lieu of vaccination). All other DCPS contractors, partner staff, interns and volunteers who provide goods or perform services in person in DCPS facilities or who have in-person contact with others in order to complete their work under a District contract are required to comply with the vaccination mandate outlined in Mayor's Order 2021-099, which includes the ability to undergo weekly testing, with or without a religious or medical exemption, in lieu of COVID-19 vaccination. Neither Mayor's Order 2021-109 nor Mayor's Order 2021-099 apply to contractors, partner staff, interns or volunteers who solely provide virtual or remote services to DCPS.

(d) The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District of Columbia Public Schools (DCPS), Office of Student Improvement Supports (OSIS) requires temporary staffing support (Covid Facilitators) services throughout all DCPS campuses serving students K-12 students, as well as Central Services. The DCPS OSIS will provide oversight of the temporary staffing support (Covid Facilitators) services provided to DCPS campuses and Central Services.

C.1.2 The Contractor shall provide temporary staffing support (Covid Facilitators) that can work an 8 hour, Monday-Friday work week and some weekends to address weekend reports of positive cases. The temporary staffing support services requires detail-oriented, organized personnel to manage the implementation of daily COVID operations and testing for assigned DCPS location(s), to support the school community.

C.1.3 The Contractor shall provide a spectrum of temporary staffing support related to the COVID-19 crisis. The key functions required are:

C.1.3.1 Internal expertise on all available guidance from the DC Department of Health (DC Health), DC Office of the State Superintendent of Education (OSSE) and DCPS Central Services regarding K-12 COVID policies and practices, staying up to date on shifts in local guidance.

C.1.3.2 Serve as a point of contact on all COVID-19 issues and questions for staff, students, and families.

C.1.3.3 School point of contact for Patient Care Technicians, if designated by the principal.

C.1.3.4 Support the update of COVID safety logistics at the school, such as seating charts and staff contact information.

C.1.3.5 Ensure all mandatory health and safety requirements are met in coordination with the district guidance.

C.1.4 The District of Columbia Public Schools requires a Contractor to provide services related to COVID-19 Response and develop working relationships with the assigned DCPS school community and partners. To effectively provide services, the Contractor shall coordinate with the Contract Administrator to implement a plan to:

C.1.4.1 Oversee student and staff arrival process, required for building entry.

C.1.4.2 Monitor building operations to ensure health protocols are followed.

C.1.4.3 Support and train District staff to ensure they understand the arrival process at schools and DCPS sites, and the “Ask, Ask, Look” protocol.

C.1.4.4 Become familiar with DCPS and DC Health COVID-19 reporting structures and protocols.

C.1.4.5 Operate and manage designated Health Isolation Rooms that serve to separate sick individuals from those who are well.

C.1.4.6 Provide site-based contact tracing for the purpose of minimizing spread and reporting to local public health authorities.

C.1.4.7 Support health professionals, when feasible, with Asymptomatic Testing.

C.1.4.8 Provide Technical Assistance (TA) on COVID-19 policies, relevant protocols and District guidance related to COVID-19.

C.1.4.9 Serve as a point of contact at each designated site for the Contract Administrator, to respond to inquiries related to C.1.4.1 thru C.1.4.8.

C.2 APPLICABLE DOCUMENTS:

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

Item No.	Document Type	Title
1.	Federal regulations 34, CFR Part 99 - Family Educational Rights and Privacy Act (FERPA)	https://www.law.cornell.edu/cfr/text/34/part-99
2.	DCPS School Profiles	https://profiles.dcps.dc.gov/
3.	DCPS School Year 2021/2022 Calendar	https://dcps.dc.gov/node/1462066
4.	Appendix A DCPS School Directory SY 2021-2022	https://dcps.dc.gov/publication/printable-school-directory-sy-21-22

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.3 DEFINITIONS:

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

C.3.1 "Day" – a calendar day unless otherwise indicated as a school day or a business day.

C.3.2 "Family Educational Rights and Privacy Act" (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.3.3 "Local Education Agency" (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

C.3.4 "Office of the State Superintendent of Education" (OSSE) – State Education Agency for DCPS.

C.3.5 "Parent" – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.

C.3.7 "State Education Agency" (SEA) – the State Education Agency is OSSE, unless otherwise designated.

C.3.8 ACRONYMS and ABBREVIATIONS:

Acronym	*Definitions*
DCPS	*District of Columbia Public Schools*
CRF	*COVID Response Facilitators*
HIR	*Health Isolation Room*
DCH	*DC Health (DC Department of Health)*
OSSE	*Office of the State Superintendent of Education*
TA	*Technical Assistance*

C.4 BACKGROUND:

C.4.1 Due to the COVID-19 pandemic, many District of Columbia Public Schools (DCPS) staff have taken on additional roles to support COVID Operations, including testing and reporting. These duties are essential to limit the spread of COVID-19 in the DCPS community. The expanded roles that staff have assumed due to the COVID pandemic leave other school functions vulnerable, many of which directly impact the core goal of high-quality education for all students.

Currently, administrative, and front office staff serve as onsite POCs for COVID screening personnel, manage logistics for the Health Isolation Room, report and conduct initial investigations of any positive COVID-19 cases to the Central Services team.

C.5 REQUIREMENTS:

COVID Response Facilitators: School Level

COVID Operations:

C.5.1 The Contractor shall provide qualified temporary staffing support to serve as the in-house expert on all available guidance from the DC Department of Health (DC Health), DC Office of the State Superintendent of Education (OSSE) and DCPS Central Services regarding K-12 COVID guidance, staying up to date on any changes.

C.5.1.1 The Contractor shall attend a kick-off meeting with DCPS Contract Administrator to discuss the start of services, initiate required protocols and obtain access to required documentation.

C.5.2 The Contractor shall provide qualified temporary staffing support to serve as a point of contact on all COVID-19 issues and questions at each school for staff, students, and families.

C.5.3 The Contractor shall provide temporary staffing support to serve as the assigned school's point of contact for Patient Care Technicians, if required.

C.5.4 The Contractor shall provide temporary staffing support to assist with update of COVID safety logistics at the assigned school, such as seating charts and staff contact information.

C.5.5 The Contractor shall provide temporary staffing support to ensure all mandatory health and safety requirements are met in coordination with the district guidance at each assigned school site.

C.5.6 The Contractor shall provide temporary staffing support to work with Director/Manager of Logistics and Strategy at assigned school location to:

C.5.6.1 Maintain supplies and accessibility, of personal protective equipment (PPE), cleaning supplies, hand sanitizer, and other relevant supplies;

C.5.6.2 Manage inventory of COVID-19 supplies; and

C.5.6.3 Ensure the correct rooms are identified for cleaning.

COVID Testing:

C.5.7 The Contractor shall ensure successful implementation of the asymptomatic testing program by monitoring selection of students weekly, support data entry/follow up with online database for weekly testing, develop internal communications on a weekly basis related to the progress of tests/any outcomes.

C.5.8 The Contractor shall coordinate testing program with school-based staff and COVID testing vendors.

C.5.9 The Contractor shall call and notify parents/guardians of students identified as symptomatic, positive, or close contacts.

C.5.10 The Contractor shall assist the assigned school with the daily assessment protocol upon student and staff arrival, supervise isolation rooms.

C.5.11 The Contractor shall support the assigned school with any positive COVID event, by assisting with handling communications, supporting logistics of collecting test results at end of quarantine, adding incidents to the incident reporting tool, etc.

C.5.12 The Contractor shall assist assigned school personnel as an Administration of Medication (AOM) designee.

COVID-19 Reporting and Messaging:

C.5.13 The Contractor shall facilitate initial COVID Response and initial close contact identification at the school level.

C.5.14 The Contractor shall report all COVID related incidents to DCPS Central Services in the Internal Reporting Tool.

C.5.15 The Contractor shall directly assist the assigned school's principal to handle all items related to COVID mitigation, testing and communications to parents/guardians, students, school staff and visitors.

COVID Response Facilitator Lead: Central Services

C.5.16 The Contractor shall manage 2-3 clusters of temporary staff that provide support as school level COVID Response Facilitators and DCPS central service office Covid Response Facilitators.

C.5.17 The Contractor shall provide professional development on updates related to COVID-19 policies and protocols. The assigned Contract Administrator will provide the DCPS authorized COVID-19 policies and protocols for dissemination via professional development.

C.5.18 The Contractor shall conduct site visits to assigned cluster of schools to monitor compliance and provide support at least once a week.

C.5.19 The Contractor shall support DCPS with the initial COVID positive contact identification where needed.

C.5.20 The Contractor shall provide DCPS approved COVID-19 related content and resources to schools and families.

C.5.21 The Contractor shall assist schools with the health assessment protocol upon student and staff arrival and supervise health isolation room(s) as needed.

C.5.22 The Contractor shall monitor and support the asymptomatic testing program at the school level, by supporting the DCPS identified selection of students weekly, data entry/follow up with online database for weekly testing, developing internal communications on a weekly basis related to the progress of tests/any outcome and follow up.

C.5.23 The Contractor shall support DCPS with updating COVID safety logistics such as seating charts.

C.5.24 The Contractor shall support DCPS with any positive COVID event by assisting with preparation and dissemination of communications, supporting logistics of collecting test results at the end of quarantine, adding incidents to the incident reporting tool, etc.

C.5.25 The Contractor shall provide direct support to each school's principal on managing all items related to COVID spread mitigation, testing and communications.

C.5.26 Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor.

C.5.27 The Contractor shall provide a copy of TB Infection clearance results within the last calendar year to the DCPS Contract Administrator before the staff/management begin servicing students. Testing that occurred one year ago or longer will not be accepted.

C.5.28 Requirements – General

C.5.28.1 The contractors shall provide the following services on an as needed basis at the following facilities/sites as assigned:

C.5.28.2 **Site(s) 116:**

School ID	School Name	School Address	School Zip Code	School Phone Number
202	Aiton ES	533 48th Pl. NE	20019	(202) 671-6060
203	Amidon-Bowen ES	401 I St. SW	20024	(202) 724-4867
450	Anacostia HS	1601 16th St. SE	20020	(202) 698-2155

452	Ballou HS	3401 4th St. SE	20032	(202) 645-3400
462	Ballou STAY HS	3401 4th St. SE	20032	(202) 645-3390
204	Bancroft ES	1755 Newton St. NW	20010	(202) 673-7280
1058	Bard High School Early College DC (Bard DC)	4430 H St. SE	20019	(202) 898-4664
205	Barnard ES	430 Decatur St. NW	20011	(202) 576-1100
206	Beers ES	3600 Alabama Ave. SE	20020	(202) 939-4800
402	Benjamin Banneker HS	800 Euclid St. NW	20001	(202) 671-6320
291	Boone ES	2200 Minnesota Ave. SE	20020	(202) 671-6240
212	Brent ES	301 North Carolina Ave. SE	20003	(202) 698-3363
213	Brightwood EC	1300 Nicholson St. NW	20011	(202) 722-5670
347	Brookland MS	1150 Michigan Ave NE	20017	(202) 759-1999
404	Browne EC	850 26th St. NE	20002	(202) 671-6210
296	Bruce-Monroe ES @ Park View	3560 Warder St. NW	20010	(202) 576-6222
219	Bunker Hill ES	1401 Michigan Ave NE	20017	(202) 576-6095
220	Burroughs ES	1820 Monroe St. NE	20018	(202) 576-6150
221	Burville ES	801 Division Ave. NE	20019	(202) 671-6020
247	C.W. Harris ES	301 53rd St. SE	20019	(202) 645-3188
360	Capitol Hill Montessori School @ Logan	2501 11th St. NW	20001	(202) 698-4467
454	Cardozo EC	1200 Clifton St. NW	20009	(202) 673-7385
224	Cleveland ES	1825 8th St. NW	20001	(202) 939-4380
442	Columbia Heights EC (CHEC)	3101 16th St. NW	20010	(202) 939-7700
455	Coolidge HS	6315 5th St. NW	20011	(202) 671-6080
405	Deal MS	3815 Fort Dr. NW	20016	(202) 939-2010
349	Dorothy I. Height ES	1300 Allison St. NW	20011	(202) 723-4100
231	Drew ES	5600 Eads St. NE	20019	(202) 671-6040
471	Duke Ellington School of the Arts	3500 R St. NW	20007	(202) 282-0123
467	Dunbar HS	101 N St. NW	20001	(202) 698-3762
457	Eastern HS	1700 East Capitol St. NE	20003	(202) 698-4500
232	Eaton ES	3373 Van Ness St. NW	20008	(202) 282-0103
407	Eliot-Hine MS	1830 Constitution Ave. NE	20002	(202) 939-5380
318	Excel Academy	2501 Martin Luther King, Jr. Ave. SE	20020	(202) 373-0097
238	Garfield ES	2435 Alabama Ave. SE	20020	(202) 671-6140
239	Garrison ES	1200 S St. NW	20009	(202) 673-7263
227	H.D. Cooke ES	2525 17th St. NW	20009	(202) 939-5390
246	Hardy MS	1819 35th St. NW	20007	(202) 729-4350
413	Hart MS	601 Mississippi Ave. SE	20032	(202) 671-6426
258	Hearst ES	3950 37th St. NW	20008	(202) 282-0106
249	Hendley ES	425 Chesapeake St. SE	20032	(202) 645-3450
251	Houston ES	1100 50th Pl. NE	20019	(202) 671-6170
252	Hyde-Addison ES	3219 O St. NW	20007	(202) 282-0170
1071	Ida B. Wells Middle School	405 Sheridan St. NW	20011	(202) 671-0693

339	J.O. Wilson ES	660 K St. NE	20002	(202) 698-4733
254	Janney ES	4130 Albemarle St. NW	20016	(202) 282-0110
433	Jefferson Middle School Academy	801 7th St. SW	20024	(202) 729-3270
416	Johnson, John Hayden MS	1400 Bruce Pl. SE	20020	(202) 939-3140
421	Kelly Miller MS	301 49th St. NE	20019	(202) 388-6870
257	Ketcham ES	1919 15th St. SE	20020	(202) 698-1122
272	Key ES	5001 Dana Pl. NW	20016	(202) 729-3280
259	Kimball ES	3375 Minnesota Ave. SE	20019	(202) 671-6260
344	King, M.L. ES	3200 6th St. SE	20032	(202) 939-4900
417	Kramer MS	1700 Q St. SE	20020	(202) 939-3150
261	Lafayette ES	5701 Broad Branch Rd. NW	20015	(202) 282-0116
262	Langdon ES	1900 Evarts St. NE	20018	(202) 576-6048
370	Langley ES	101 T Street NE	20002	(202) 724-4223
264	LaSalle-Backus EC	501 Riggs Rd. NE	20011	(202) 671-6340
266	Leckie EC	4201 M.L. King Ave. SW	20032	(202) 645-3330
271	Ludlow-Taylor ES	659 G St. NE	20002	(202) 698-3244
884	Luke C. Moore HS	1001 Monroe St. NE	20017	(202) 281-3600
420	MacFarland MS	4400 Iowa Ave. NW	20011	(202) 671-6033
308	Malcolm X ES @ Green	1500 Mississippi Ave. SE	20032	(202) 645-3409
273	Mann ES	4430 Newark St. NW	20016	(202) 282-0126
284	Marie Reed ES	2201 18th St. NW	20009	(202) 673-7308
274	Maury ES	1250 Constitution Ave. NE	20002	(202) 698-3838
435	McKinley MS	151 T. St. NE	20002	(202) 281-3950
458	McKinley Technology HS	151 T St. NE	20002	(202) 281-3950
280	Miner ES	601 15th St. NE	20002	(202) 397-3960
TBD	Military Road	1375 Missouri Ave. NW	20011	(202)-571-6410
285	Moten ES	1565 Morris Rd. SE	20020	(202) 698-1111
287	Murch ES	4810 36th St. NW	20008	(202) 282-0130
288	Nalle ES	219 50th St. SE	20019	(202) 671-6280
290	Noyes ES	2725 10th St. NE	20018	(202) 281-2580
292	Oyster-Adams Bilingual School	2801 Calvert St. NW and 2020 19th St. NW	20008	(202) 671-6130
294	Patterson ES	4399 South Capitol Terr. SW	20032	(202) 939-5280
295	Payne ES	1445 C St. SE	20003	(202) 698-3262
301	Peabody ES (Capitol Hill Cluster)	425 C St. NE	20002	(202) 698-3277
478	Phelps Architecture, Construction and Engineering HS	704 26th St. NE	20002	(202) 729-4360
299	Plummer ES	4601 Texas Ave. SE	20019	(202) 939-4360
300	Powell ES	1350 Upshur St. NW	20011	(202) 671-6270
316	Randle Highlands ES	1650 30th St. SE	20020	(202) 729-3250
302	Raymond EC	915 Spring Rd. NW	20010	(202) 576-6236
304	River Terrace EC	405 Anacostia Ave. NE	20019	(202) 442-7111

436	Ron Brown College Preparatory High School	4800 Meade St. NE	20019	(202) 729-4343
459	Roosevelt HS	4301 13th St. NW	20011	(202) 576-6130
456	Roosevelt STAY HS	4301 13th St. NW	20011	(202) 576-8399
305	Ross ES	1730 R St. NW	20009	(202) 673-7200
307	Savoy ES	2400 Shannon Pl. SE	20020	(202) 939-2000
409	School Without Walls @ Francis-Stevens	2425 N St. NW	20037	(202) 724-4841
466	School Without Walls HS	2130 G St. NW	20037	(202) 645-9690
943	School-Within-School @ Goding	704 26th St. NE	20002	(202) 727-7377
309	Seaton ES	1503 10th St. NW	20001	(202) 673-7215
313	Shepherd ES	7800 14th St NW	20012	(202) 576-6140
315	Simon ES	401 Mississippi Ave. SE	20032	(202) 645-3360
322	Smothers ES	1300 44th St. NE	20019	(202) 939-3600
427	Sousa MS	3650 Ely Pl. SE	20019	(202) 729-3260
319	Stanton ES	2701 Naylor Rd. SE	20020	(202) 671-6180
321	Stoddert ES	4001 Calvert St. NW	20007	(202) 671-6030
428	Stuart-Hobson MS (Capitol Hill Cluster)	410 E St. NE	20002	(202) 671-6010
324	Takoma EC	7010 Piney Branch Rd. NW	20012	(202) 671-6050
1142	Thaddeus Stevens Early Learning Center	1050 21st St. NW	20036	(202) 698-0677
325	Thomas ES	650 Anacostia Ave. NE	20019	(202) 724-4593
326	Thomson ES	1200 L St. NW	20005	(202) 898-4660
327	Truesdell EC	800 Ingraham St. NW	20011	(202) 576-6202
328	Tubman ES	3101 13th St. NW	20010	(202) 673-7285
329	Turner ES	3264 Stanton Rd. SE	20032	(202) 645-3470
330	Tyler ES	1001 G St. SE	20003	(202) 939-4810
331	Van Ness ES	1150 5th St SE	20003	(202) 727-4314
332	Walker-Jones EC	1125 New Jersey Ave. NW	20001	(202) 939-5934
333	Watkins ES (Capitol Hill Cluster)	420 12th St. SE	20003	(202) 698-3355
336	West EC	4300 13th St. NW	20011	(202) 576-6226
335	Wheatley EC	1299 Neal St. NE	20002	(202) 939-5970
338	Whittier EC	6201 5th St. NW	20011	(202) 576-6156
463	Woodrow Wilson HS	3950 Chesapeake St. NW	20016	(202) 282-0120
464	Woodson, H.D. HS	540 55th St. NE	20019	(202) 939-2030

C.5.28.3 <u>Central and Satellite Sites:</u>

(a) **DCPS Central Office**
1200 First St Street
Washington DC, 20002

(b) **Emery Education Campus**
1125 New Jersey Ave. NW
Washington DC 20001

(c) **V Street (DCPS Security)**
3535 V St. NE
Washington DC 200018

(d) **Warehouse (DCPS)**
2000 Adams Place NE First Street
Washington DC, 20002

(e) **Walker-Jones (Early Stages)**
1125 New Jersey Ave NW
Washington DC 20001

C.6 ADDITIONAL CONTRACTOR RESPONSIBILITIES

C.6.1 The Contractor shall provide documentation with invoices that:

C.6.1.1 Corroborate the date(s) and time(s) of service provided;

C.6.1.2 Verify arrival and departure times from schools assigned (pursuant to schedules provided) using a timesheet with DCPS school administrator printed name and signature, or via an electronic time management software. Contractor must provide DCPS CA with access to time management data report for individuals providing services via this requirement.

C.6.2 The Contractor's staff shall:

C.6.2.1 Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);

C.6.2.2 Sign in and out on a specific attendance book at schools;

C.6.2.3 Be subject to unannounced observations by Contract Administrator or assigned DCPS Project Manager;

C.6.2.4 Disengage from use of cellphones or texting during school hours for unrelated DCPS activities/services and;

C.6.3 The Contractor shall ensure that all assigned temporary staffing support report to the designated supervisor or manager at the site for their assignment during engagement.

C.6.3.1 The Contractor is responsible for hiring, maintaining, and expanding its own support staff. The Contractor shall ensure a full-qualified staff is provided for service delivery.

C.6.4 Workshifts: The Contractor shall expect at a maximum to work five eight-hour shifts per week during the base year period of the contract.

C.6.5 The Contractor shall submit a bi-weekly report to the Contract Administrator indicating all services and time that was worked by their personnel and approved by their supervisor or manager for all previously assigned work.

C.6.6 The Contractor shall provide a weekly status report and consultation including progress against contract deliverables and project plans as well as risks to the project to the Contract Administrator, identified in G.9.2.

C.6.7 For positions requiring a license, the Contractor shall ensure that the temporary staffing support holds an active license in the position they are hired, and are in good standing, in either the District of Columbia or in another jurisdiction as permitted by the DC Health Administrative Order 2020-20, Waiver of Licensure Requirements for Healthcare Providers.

C.6.8 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.7 **LABOR Category Descriptions/Qualifications**:

The contractor shall provide experienced staff per the labor category descriptions below.

C.7.1 **COVID Response Facilitators: School Level**

(a) Minimum of bachelor's degree
(b) Experience with patient care or in the medical field a plus
(c) Must be timely, flexible, and dependable
(d) Spanish language skills a plus
(e) Must be fully vaccinated against COVID-19

C.7.2 **COVID Response Facilitators Lead: Central Services**

(a) Minimum of bachelor's degree in Public Health or related area of study
(b) Experience in the medical field a plus
(c) Must be timely, flexible, and dependable
(d) Spanish language skills a plus
(e) Must be fully vaccinated against COVID-19

C.8 District Responsibilities

C.8.1 DCPS will host a kick-off meeting with the successful awardee to discuss the start of services, initiate required protocols and provide access to required documentation.

C.8.2 DCPS reserves the right to require the Contractor to remove personnel responsible for deliverables outlined in Section F.3. Contractor must continue to staff the project to effectively meet the deliverables in Section F.

C.8.3 The Contract Administrator (CA) will monitor and coordinate services to ensure DCPS maintains the agreed upon timeline and target dates.

C.8.4 In addition to the Contract Administrator specified in Section G.9.2 of this contract, DCPS may provide a project manager to assist with coordinating the contract requirements on behalf of OSIS. This project manager will be responsible for identifying and scheduling all DCPS resources and materials required by the Contractor's implementation team and will be dedicated to the project.

C.8.5 The project manager will also act as a co-lead for the project along with the Contractor's designated project manager/point of contact and will help ensure all deliverables are met.

C.8.6 The DCPS project manager will not report to nor be supervised by any Contractor personnel.

C.8.7 DCPS will provide a Contract Administrator (CA), and a designated DCPS Project Manager (DCPS/OSIS representative) to:

C.8.7.1 Communicate formally and informally within the DCPS and conduct DCPS-wide presentations and internal updates to key stakeholders for the project;

C.8.7.2 CA and PM will coordinate participation of all DCPS stakeholders during the period of service, understanding that additional changes may impact the project timeline, and may require the project to be rescheduled. If additional changes require a cost increase, DCPS will not begin services or incur costs until a contract modification is executed and funding is provided to cover the services/goods; and

C.8.7.3 The CA and PA will coordinate project phases and tasks to ensure that DCPS project team members have sufficient time in their schedule(s) to execute project duties, and reassign other conflicting projects as needed. The CA and PM will also coordinate efforts with key stakeholders to ensure engagement & timely involvement of functional groups impacted by this project.

C.8.8 DCPS may, at its sole discretion, replace any DCPS resources assisting this project with other resources (including project manager) and/or designate third party advisors (i.e. OSSE, etc.) to support this project at any stage.

C.8.9 DCPS/OSIS will coordinate implementation and administration of services with participating DCPS staff.

C.8.10 DCPS will provide the Contractor with required data necessary for the success of the requirements of Section C of this contract.

C.8.11 DCPS will provide accessibility to the Contract Administrator via person, virtual, email and/or telephone during regular business hours to answer any questions the Contractor has regarding the administration and implementation of the services.

C.8.12 DCPS will monitor monthly performance of Contractor and provide performance evaluations as applicable.

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 base year contract shall be from Date of Award through September 30, 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 one (1) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the Section B.6 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:

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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:

Section	Requirement	QTY	Format/Method of Delivery	Due Date
C.5.1.1 C.8.1	**Kick-off Meeting**	1	Conference Call or In-Person	To be scheduled post award
C.6.5 C.6.6 C.5.15	▪ Contractor provides a weekly status report and consultation including progress against contract deliverables and project plans as well as risks to the project.	1	Word Document delivered by email in a secure environment	Daily (Urgent Escalations) Weekly
C.6.1.2	▪ Time Management Database ▪ Access for DCPS to see when staff clock in and out for their tour of duty as assigned, that is a separate component of logging in total hours for the day.	1	Digital Secure Platform	Start of contract and throughout award.
C.5.2 C.5.25	▪ Provide direct end-user support with mutually agreed upon timeframes for response and resolution	1	Plan and Service Management Support Teams	TBD
	Related Service Provider Tracking System			
C.1.4 C.6.3 C.5.24	▪ Platform that identifies what staff is reporting to what DCPS specific campus. ▪ Add who has called out or not reporting Add replacement/substitute (real time)	1	Zee Maps	Ongoing [after post award kick-off meeting]
	Contact Identification/Contact Tracing			
C.5.17 C.5.20	▪ Staff in-person/ web-based training – Based on relevant COVID-19 Health and Safety Requirements in the District of Columbia	1	Microsoft Teams/ Conference Room	TBD [post-award]
	Health and Safety Support			
C.5.20	Develop content, standard operating procedures alongside DCPS		MS Word	TBD [post award]
C.5.11 C.5.15	Offer technical assistance to schools	116	In-person	Daily [post award

C.6.3.1 C.6.5	The Contractor is responsible for hiring, maintaining, and expanding its own support staff	multiple	Bi-weekly report	Ongoing [The Contractor shall be notified of non-compliance which may include cure notice and contract reduction]

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
Contracting 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:

Whitney Carrington, MSHEP, CHES
Manager, Health Services
District of Columbia Public Schools
Office of Student Improvement and Support
1200 First Street NE, 11th Floor
Washington, DC 20002
Email: Whitney.Carrington@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 20, dated 10/20/2021, 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 <u>Mandatory Subcontracting Requirements</u>

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 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

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

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 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, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the bid 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.8

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

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 solicitaton)

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 AUTORIZED 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 $2,000,000 annual aggregate.

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

   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 IFB 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) IFB, as amended
(6) Bid

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 20, dated 10/20/2021]
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"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"

Attachment Number	Document
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice [2021 Update]
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet [2021 Update]
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	DCPS School Calendars - https://dcps.dc.gov/page/dcps-calendars
J.10	DCPS School Directory – https://dcps.dc.gov/publication/printable-school-directory-sy-21-22
J.11	Mayor's Order 2021-109, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated September 20, 2021

[THIS SECTION INTENTIONALLY LEFT BLANK]

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 METHOD OF AWARD

L.1.2.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 BID SUBMISSION DATE AND TIME

Proposals must be submitted electronically via email at: via dcpsoca.inquiries@k12.dc.gov, **no later than**, **December 16, 2021, at 2:00 PM EST.**

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are "late" and shall be considered only if they are received before the award is made and any of the following circumstances apply:

a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;

b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or

c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

L.5.2 Postmarks

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

L.5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4 Late Modifications

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

L.5.5 Late Bids

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

L.6 HAND DELIVERY OR MAILING OF BIDS

Proposals must be submitted electronically via email at: via dcpsoca.inquiries@k12.dc.gov

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the questions electronically via the dcpsoca.inquiries@k12.dc.gov .The prospective bidder should submit questions no later than **12-pm on December 15, 2021**. The District may not consider any questions received after **December 15, 2021.** The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding. The amendment will be **posted on DCPS website on December 15, 2021 by 5pm EST.**

L.9 BID PROTESTS

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

L.10 ACKNOWLEDGMENT OF AMENDMENTS

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

L.11 SIGNING OF BIDS

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

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

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

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

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

L.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.14 CERTIFICATES OF INSURANCE

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

L.15 GENERAL STANDARDS OF RESPONSIBILITY

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

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

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

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or 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.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

M.1.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.

M.1.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.

M.1.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

M.1.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

L.1.1.5 A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

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

M.1.4.2 Any bidder seeking certification in order to receive preferences under this solicitation should contact the:

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

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

M.2 EVALUATION OF OPTION YEARS

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

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END OF DOCUMENT

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