



**OFFICE OF CONTRACTING AND PROCUREMENT
OFFICE OF PROCUREMENT ADMINISTRATION**

**Office of Contracting
& Procurement**

*** Government of the
District of Columbia

SOLICITATION SUBMISSION FORM

Title 27 of the District of Columbia Municipal Regulations, Chapter 13, Section 1300.6, and 1300.7, requires that each solicitation with an estimated price over one hundred thousand dollars (\$100,000) shall appear at least once in a newspaper of general circulation...; and that solicitation notices shall be posted to an Internet site that provides for advertisement of solicitations.

- Please make sure to completely fill-in the following areas. Failure to do so will result in delays of processing.
- All contract award information is required to be in Microsoft Word format.
- AGENCY NAME: District Of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions
- POC Name: Gwendolyn Walters Telephone #:202-442-5120 Fax #: 202-442-5093
- POC E-Mail Address: Gwendolyn.walters@dc.gov

Item	Description
<input type="checkbox"/> Solicitation Number	GAGA-2014-R-0026
<input type="checkbox"/> Caption	Occupational and Physical Therapy Services
<input type="checkbox"/> Sub-Contracting Requirement (%)	35%
<input type="checkbox"/> Work Site Location	DCPS
<input type="checkbox"/> Market Type/NIGP Code	Open Market
<input type="checkbox"/> Primary Contact Person	Gwendolyn Walters
<input type="checkbox"/> Primary Contact Phone	202-442-5120
<input type="checkbox"/> Primary Contact E-mail	Gwendolyn.walters@dc.gov
<input type="checkbox"/> Primary Contact Fax (optional)	202-442-5093
<input type="checkbox"/> Alternate Contact Person	Glorious Bazemore
<input type="checkbox"/> Alternate Contact Phone	202-442-5113
<input type="checkbox"/> Alternate Contact E-mail	Glorious.bazemore@dc.gov
<input type="checkbox"/> Alternate Contact Fax	202-442-5093
<input type="checkbox"/> Solicitation Advertising Date	December 22, 2013
<input type="checkbox"/> Solicitation Issuance Date	December 24, 2013
<input type="checkbox"/> Solicitation Pick-Up Location	1200 First Street, N.E. 11 th Floor, Suite 1137, Wash, D.C 20002
<input type="checkbox"/> Solicitation Fee - Board Number	Fee: N/A - Board Number: N/A
<input type="checkbox"/> IFB Opening Date/Time	
<input type="checkbox"/> RFP Closing Date/Time	February 3, 2014 3:00
<input type="checkbox"/> Pre-Proposal/Bid Conference Date	January 8, 2014
<input type="checkbox"/> Pre-Proposal/Bid Conference Time	3:30 pm
<input type="checkbox"/> Pre-Proposal/Bid Conference Location	1200 First Street, N.E. 11th Floor Suite 1137, Wash D.C 20002
<input type="checkbox"/> Synopsis: This is a summary of the solicitation's contents	The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of Office of Specialized Instruction (OSI), is soliciting experienced licensed Occupational Therapy (OT) and Physical Therapy (PT) contractors who have the capacity to provide assessment, consultation and intervention services in the areas of occupational and physical therapy.

SOLICITATION, OFFER, AND AWARD			1..Caption Occupational and Physical Therapy Services		48 1 60	
2. Contract Number	3. Solicitation Number GAGA-2014-R-0026	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 12/24/2013	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st St., N,E, 11th Floor Washington, DC 200002			8. Address Offer to: Office of Contracting and Acquisitions 1200 First Street, NE 11th Floor, Suite 1137 Washington, DC 20002			

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 1st Street, 11th Floor, N.E., Washington, DC 20002 until 3:00 PM ET local time 3-Feb-14 (Hour) (Date)

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 Gwendolyn Walters	B. Telephone (Area Code) 202 (Number) 442 (Ext) 5120			C. E-mail Address Gwendolyn.Walters@dc.gov
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OFFER

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

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Glorious Baxemore	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

- B1. The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of Office of Specialized Instruction (OSI), is soliciting experienced licensed Occupational Therapy (OT) and Physical Therapy (PT) contractors who have the capacity to provide assessment, consultation and intervention services in the areas of occupational and physical therapy in an urban school setting for an estimated 2,000 DCPS students on a continuous basis for up five years for twelve months each year.

Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible for this solicitation.

The contractor shall provide consultation and intervention strategies to the Individualized Education Plan (IEP) Team, Parents and General Education Practitioners and provide direct related services, on an as needed basis, to students who are in the special education setting and are diagnosed with an qualifying physical/mental disability or impairment that impacts the child's academic performance under Individuals with Disabilities Education Act, (IDEA) Section 504 plan (504 plan), Individualized Service Plan (ISP) , and Student Support Team (SST).

- B2. The DCPS contemplates award of labor hour contract for services.

B3. PRICE SCHEDULE

DCPS is seeking an hourly rate for performing occupational and physical therapy, school-based consultation, assessments, and intervention services for students with IEPs, 504 plans and Response to Intervention (RtI) services.

The hourly rate shall also be inclusive of attendance of IEP meetings, collaboration block meetings and Staff Development Meetings specifically related to the Occupational and Physical Therapy Program; as well as Parent and Teacher Conferences. Additionally the Contractor shall attend upon request impartial due process hearings held at the DCPS Central Office and other proceedings related to the delivery of occupational and physical therapy services to the assigned student(s).

Finally, the hourly rate shall also include the time spent on administrative and clerical matters (including, but not limited to, time spent on reporting writing, documentation, word processing, internal organization of files, papers, exhibits or other documents, creating billing document/records, and copying) and other activities related to ensuring DCPS compliance with federal and state regulations regarding the provision of special education services.

The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch. Holidays and school closures (including inclement weather) are not billable.

This hourly rate should include all direct and indirect costs. See the cost and price data template in Section C.B.3.1. Weekly, an estimate of 72% of staff time is spent on IEP prescribed services (direct & consultation), 504 plan interventions, ISP interventions and RtI interventions.

B.3.1 BASE YEAR – August 1, 2014 to June 19, 2015

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours (196 school days x 7 billable hours)	Estimate Quantity of OT / PT Staff	Total cost
0001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours		
0002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours		
Grand Total for base year					

B.3.2 OPTION YEAR ONE June 20, 2015 to June 19, 2016

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract. Summer school is included in the option year one as noted below.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours	Estimate Quantity of OT / PT Staff	Total cost
1001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
1002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
1003A	Summer Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
1004A	Summer Physical Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
Grand Total for Option Year 1					

B.3.3 OPTION YEAR TWO June 20, 2016 to June 19, 2017

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract. Summer school is included in the option year two as noted below.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours	Estimate Quantity of OT / PT Staff	Total cost
2001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
2002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
2003A	Summer Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
2004A	Summer Physical Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
Grand Total for Option Year 2					

B.3.4 OPTION YEAR THREE – June 19, 2017 to June 20, 2018

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract. Summer school is included in the option year three as noted below.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours	Estimate Quantity of OT / PT Staff	Total cost
3001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
3002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
3003A	Summer Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
3004A	Summer Physical Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
Grand Total for Option Year 3					

B.3.5 OPTION YEAR FOUR – June 20, 2018 to June 19, 2019

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract. Summer school is included in the option year four as noted below.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours	Estimate Quantity of OT / PT Staff	Total cost
3001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
3002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours (196 school days x 7 billable hours)		
3003A	Summer Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
3004A	Summer Physical Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	Up to 200 hours (40 school days x 5 billable hours)		
Grand Total for Option Year 4					

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE

The District of Columbia Public Schools (DCPS), Office of Specialized Instruction (OSI) requires the services of a Contractor to provide school based Occupational Therapy (OT) and Physical Therapy (PT) services to an approximate number of 2,000 students for the school year term and summer school. The pricing for the base year will not include summer school. Option years one (1) through four (4) must include services and pricing for the school year and summer. This number will vary on a regular basis depending on enrollment and attendance numbers for summer.

The Contractor shall provide a planned delivery of contracted OT and PT services, improving performance and consistency of therapy and support delivery.

The Contractor shall actively collaborate on the Office of Specialized Instruction (OSI) Strategic Goals.

The Contractor shall collaborate in the redesign of the delivery system to achieve maximum efficiency and student outcomes given the resources available.

Additionally, all contracted OT and PT services delivered to DCPS students with an established Student Support Team (SST) Plan, Individual Education Program (IEP) and Section 504 plan shall be provided in accordance to the standards specified in section C.5 of this document. DCPS is committed to an educationally relevant model of general and special education and Section 504 plan service delivery that utilizes a multidisciplinary team approach to integrate therapies into the general/special educational environment.

DCPS OSI has identified four strategic goals on the path to realizing our vision:

1. OSI will reduce non-public enrollment by 50%.
2. OSI will reduce special education enrollment to 15%.
3. OSI will increase time spent by students with disabilities in general education classrooms.
4. OSI will demonstrate three consecutive years of improved performance for students with Individual Education Plans (IEPs).

In response to this proposal, the Contractor shall demonstrate their experience as related to the above items. See Section M.3.1 (Demonstrated Experience).

- C.1.1 The Contractor shall provide services according to the need of school-based Occupational Therapy (OT) and school-based Physical Therapy (PT) services outlined in this solicitation for the DCPS schools. Services will include screening, assessments, treatments, consultations, participation in pertinent meetings and development and implementation of professional development to contract staff and DCPS staff as required to meet the needs of the students and the OSI Related Services-Physical Supports Program.

In response to this proposal, the Contractor shall demonstrate their experience as related to the above items. See Section M.3.1 (Demonstrated Experience).

C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title
1	OSI Programs & Resources	OSE 13-14 Programs & Resources Guide for Staff
2	Practice Guidance	Untimely Assessment and Due Diligence
3	Practice Guidance	Missed Related Service Sessions, Truancy and Due Diligence Guidelines – Part 1 & Part 2
4	Federal Law	Individuals with Disabilities Act 2004 http://www.vesid.nysed.gov/specialed/idea/
5	Federal Law	Americans with Disabilities Act 2008 http://www.access-board.gov/about/laws/ada-amendments.htm
6	District Law	District of Columbia Municipal Regulations (Occupational Therapy and Physical Therapy) http://www.dcregs.dc.gov
7	Practice Guidance	SY 2013 – 214 DCPS Physical Supports Program Guidebook
8	Private Religious Organization (PRO) Guidelines	PRO – Statement of Services
9	DCPS Calendar	DCPS School Calendar http://dcps.dc.gov/DCPS/About+DCPS/Calendars
10	Application for Graduate Student Practicum	DCPS Volunteer Application – https://octo.quickbase.com/db/bhhuwnk3u
11	IMPACT - DCPS Effectiveness Assessment System for School-Based Personnel	IMPACT – http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks

C.2.1 The aforementioned documents are subject to revision and the most up-to-date versions apply. DCPS is responsible for instructing the Contractor of any revisions or updates. The Contractor is responsible for ensuring reference and compliance the revisions and updates.

C.2.2 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

C.3 DEFINITIONS

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

C.3.1 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are

normally charged to students without disabilities, or their parents, as part of the regular education program

- C.3.2 “Students With Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.
- C.3.3 “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.3.4 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- C.3.5 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).
- C.3.6 “Health Insurance Portability and Accountability Act” (HIPPA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- C.3.7 “No Child Left Behind” - On January 8, 2002, President Bush signed into law the No Child Left Behind Act of 2001. The Act was the most sweeping reform of the Elementary and Secondary Education Act (ESEA) since ESEA was enacted in 1965. It redefines the federal role in K-12 education and will help close the achievement gap between disadvantaged and minority students and their peers. It is based on four principals: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.
- C.3.8 “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.3.9 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.
- C.3.10 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

C.3.11 “Individuals with Disabilities Education Act” (IDEA) – The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

- Special education and related services should be designed to meet the unique learning needs of eligible children with disabilities, preschool through age 21.
- Students with disabilities should be prepared for further education, employment and independent living.

C.3.12 “Individualized Education Plan” (IEP) – In the United States an Individualized Education Program, commonly referred to as an IEP, is mandated by the Individuals with Disabilities Education Act (IDEA). In Canada and the United Kingdom, an equivalent document is called an Individual Education Plan. An IEP is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process, and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

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

C.3.13 “Section 504” – Section 504 is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.

C.3.14 “Physical Supports Program” – Program that encompasses Occupational and Physical Therapy services within Related Services/Office of Specialized Instruction/DCPS.

C.3.15 “Physical Supports Program Manager” - A program manager is assigned by Related Services / Office of Specialized Instruction / DCPS to supervise and the services and program of Occupational Therapy and Physical Therapy.

C. 3.16 “ISP” – (Individual Service Plan) is a written statement that specifies for a parentally-placed private school child with a disability the equitable services for which the child qualifies, including the location of the equitable services.

DCPS will provide the following "equitable services" for parentally-placed private school children with disabilities to be eligible for special education by DCPS and have accepted the ISP:

- All Students 5 years and 11 months and older who qualify for occupational therapy: up to 2 school-based consultations per school year for consultative therapy;
- For children prior to 5 years 11 months who qualify for occupational therapy: up to one hour per week of occupational therapy;
- For children prior to 5 years and 11 months who qualify for physical therapy; up to one hour per week of physical therapy;
- One full time special education teacher who will provide support to private elementary and secondary school (which includes child development centers) administrators and staff including:
- For students in the 4th grade and above (based on availability): professional development opportunities in regards to Functional Behavior Assessment (FBA) or Behavior Intervention Plan (BIP) implementation: and
- For all students (based on availability): coaching for differentiated instruction and behavior supports.

C. 3.17 "GOLD" Early childhood classrooms in DCPS utilize a curriculum and assessment tool called Teaching Strategies GOLD. Teaching Strategies GOLD is an authentic observational assessment system for children from birth through kindergarten. It is designed to help teachers get to know their students well, what they know and can do, and their strengths, needs and interests.

The Teaching Strategies GOLD assessment system blends ongoing, authentic observational assessment for all areas of development and learning with intentional, focused, performance – assessment tasks for selected predictors of school success in the areas of literacy and numeracy. This seamless system for children is designed for use as part of meaningful everyday experiences in the classroom or program setting. It is inclusive of children with disabilities, children who are English-language or dual-language learners, and children who demonstrate competencies beyond typical developmental expectations. The assessment system may be used with any developmentally appropriate curriculum.

The GOLD links key developmental milestones with instruction in order to track student progress. Individual objectives correspond to the dimensions which include: (a) Social - Emotional; (b) Physical (c) Language; (d) Cognitive; (e) Literacy; (f) Mathematics; (g) Science and Technology; (h) Social Studies; (i) The Arts; and (j) English Language Acquisition.

C.3.18 "Student Alignment Service Plan" (SSAP) – A process that ensures students are receiving appropriate related services to meet their needs in order to function in the academic setting. It's purpose:

- To align the services (OT, PT, SLP and BSS) appropriately to the students' needs
- To allow the IEP team to make a more effective informed decision on determining continued eligibility, amount of services, and delivery models for related services for a student
- The Related Service Provider (RSP), using their respective expertise, support the IEP team on its mission to make this possible

- Related Service Providers (RSPs) will make the appropriate recommendation after providing intervention services, collecting data by utilizing observations, reviewing records, collaborating with staff, parents, and/or other stakeholders

C.3.19 “Student Support Team” () – A process of referring students to the school team of teachers and related service providers to review current difficulties or concerns in education, behavior, sensory, motor, communication, etc to determine if pre-referral interventions are warranted.

C.3.20 “Response to Intervention” (RtI) – Tiered One-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving RtI services may or may not be special education.

C.3.21 “Home Hospital Instruction Program” (HHIP) – Program is designed to students with medical limitations that prevent the student from attending school. IEP specialized instruction and related services are provide in the home or hospital setting.

C.3.22 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.

C.3.23 “Random Moment in Time Study” (RMTS) – RMTS is required by the federal Centers for Medicare & Medicaid Services (CMS) to secure reimbursement funds from Medicaid for schools. The reimbursement funds are used to pay for products and services to enhance the quality of student education. In order to maintain eligibility for Medicaid Reimbursement, DCPS must maintain a minimum response rate of 85% or higher.

C.3.24 “National Provider Identifier” (NPI) - As a result of the Affordable Care Act, the Centers for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all providers of medical services to obtain a National Provider Identifier (NPI). The NPI acts as a unique provider identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct Medicaid claiming, all providers rendering services on behalf of the District of Columbia Public Schools must obtain their NPI.

C.4 BACKGROUND

The District of Columbia Public Schools has a student population identified with Occupational therapy and Physical therapy needs; in addition, the District of Columbia Public Schools (DCPS) and the Office of Specialized Instruction require:

1. Technical assistance at a district and school level, to design and implement staffing and service model strategies effectively; and
2. Active collaboration in the implementation of the Office of Specialized Instruction (OSI) Strategic Goals and Related Services team goals.

The provision of intervention services to students and training support to school staff and parents, as well as strategic consultation to OSI, ensures effective and timely assessments, identification, planning and service-delivery, supports Related Services’ capacity, and ensures compliance on the part of the OSI.

DCPS is required by law, rules and regulations to provide OT and PT services to all students identified with the needs in their SST plans, ISPs, IEPs and 504 plans. The SST and IEP team

members include students, parents, related service providers, teachers, school administrators, and related community resources. The Occupational Therapists and Physical Therapists shall provide consultations, screenings, assessments and intervention as a related service(s) and as indicated on students' ISP, IEP or 504 plans.

Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible for this solicitation.

C.5 REQUIREMENTS

C.5.1 Immediately upon award of the proposed contract, the Contractor shall require all OT & PT staff to undergo a DCPS interview with the Physical Supports Program Manager to approve the proposed candidate pursuant to their proposed staff capacity. The proposed staff shall undergo Testing for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements. Copy of TB Infection results must be presented to the Physical Supports Program Manager before the staff starts servicing students. The Contractor shall provide DCPS with copies of all results and shall keep the documentation readily available on file.

C.5.1.1 The Contractor shall make available to DCPS all resumes, cover letters, copy of degrees, licenses, certifications and other employee information of the proposed staff as outlined in section M.3.1 (Professional Qualifications). This information is required when submitting the proposal, at contract award and before the staff provides services to DCPS students.

The Contractor shall notify DCPS regarding all vacancies before new staff is hired, and all potential replacement candidates shall be subject to interview by DCPS staff/Physical Supports Program Manager.

C.5.1.2 The Contractor shall develop a district wide staffing plan, approved by DCPS/OSI's Senior Director of Related Services and the Physical Supports Program Manager ("DCPS Team"). The Staffing Plan will detail the staffing and supervision assignments across DCPS. The Physical Support Manager and Contractor shall meet weekly to review the Staffing Plan and make adjustments thereto. The Staffing Plan shall detail how school coverage will be accomplished and how OT & PT staff will be assigned to cover and document SST/ISP/Section 504/IEP meetings, collaborative blocks, consultations, assessments and therapy services at each assigned school.

C.5.2 Services shall be consistent with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.

C.5.2.1 Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.

C.5.3 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Occupational Therapy Association (AOTA) and American Physical Therapy Association (APTA) standards governing delivery of occupational and physical therapy and special education services.

C.5.4 Contractor ensures that all staff shall possess current licenses and certifications required by DCPS, Office of the State Superintendent of Education (OSSE) and Department of Health (DOH). Proof of

licensure must be submitted with the proposal, at contract award and before any staff provide services to DCPS students under the contract. The Contractor shall provide copies of all licenses and certifications in a format indicated by DCPS, and shall keep that documentation readily available on file.

- C.5.4.1 The Contractor shall provide technology equipment, assessment materials, therapy materials and other required materials/equipment for their staff.
- C.5.4.2 The Contractor shall provide proof that at minimum, each staff possesses one full year of school-based experience in OT or PT when submitting the proposal, at award and prior to servicing DCPS students.
- C.5.4.3 To maintain continuity of services to the students in the schools, the Contractor shall propose each staff works a minimum of three (3) days per week in DCPS.
- C.5.4.4 The Contractor shall ensure all staff possess a National Provider Identifier (NPI) within five (5) days of starting in DCPS.
- C.5.5 The Contractor shall ensure all staff attend and complete the following mandatory trainings:
- DC Student Tracking and Reporting System (DC STARS);
 - Special Education Data System (SEDS); and
 - Provider Management Application (PMA).

All the contract staff must attend opening of school trainings, monthly discipline meetings and DCPS mandatory professional developments. DCPS reserves the right to hold Contractor's staff accountable to attend future mandatory trainings as seen fit by the Physical Supports Program Manager.

- C.5.6 The Contractor on a weekly basis shall document 100% of all delivered and attempted services in SEDS (known as service logs in the SEDS caseload logging wizard) by noon the following Monday (or the following school day if the following Monday is a holiday).
- C.5.6.1 Timeliness of documentation is verified in the weekly reports provided by DCPS's Provider Management Application (PMA). All service logs must adhere to the content and format according to the DCPS Physical Supports, refer to attachment J.12.
- C.5.6.2 The Contractor's staff shall generate one monthly service tracker note for each student on caseload by the fifth of the month for service logs entered for the previous month's services according to the DCPS Physical Support Guidebook (refer to attachment J.12).
- C.5.6.3 Pursuant to the DCPS guidelines for missed related services, truancy and due diligence guidelines, the Contractor shall deliver a minimum of 90% of the services required by each student's ISP, IEP, or 504 plan, for 100% of all students on assigned caseload, assuming such student is available to attend scheduled services and school is in session pursuant to DCPS missed services and due diligence guidance, refer to attachment J11.
- C.5.6.4 The Contractor shall implement due diligence procedures pursuant to DCPS Missed Services,

Truancy and Due Diligence Guidelines; refer to attachment J11. As outlined in DCPS missed services and due diligence guidance, if scheduled services are missed due to unavailable staff, the Contractor shall make up such session (s) at no additional cost to DCPS. In such event, the Contractor shall also be responsible for any associated costs specific for contracted OT and PT services; these include costs associated with missed services and compensatory services determined by Hearing Officer Determinations and Settlement Agreements.

- C.5.6.5 The Contractor shall develop and implement proactive missed service plans and work collaboratively with DCPS and families to ensure flexible implementation. In the event that the Contractor's staff is unable to provide scheduled services due to vacation or leave, a missed services plan shall be developed and implemented by the Contractor for all students whose services will be missed, prior to any Contractor's staff taking such vacation or leave. The Contractor shall submit missed service plan following DCPS format prior to vacation/leave.
- C.5.6.6 In the event that a Contractor's staff person is unable to provide scheduled services due to vacation or leave, Contractor shall immediately communicate with DCPS and present a replacement within 14 calendar days for that staff, also a missed service plan for all students whose services will be missed, prior to any staff taking such vacation or leave. Missed service plans will be approved by DCPS staff (student's case manager, Special Education Coordinator, Physical Supports Program Manager).
- C.5.6.7 For all missed sessions, the make-up plans will be reviewed and approved by the Physical Supports Program Manager. The Physical Supports Program Manager will monitor make-up sessions monthly and quarterly.
- C.5.6.8 If any make-ups have not been initiated within 14 days from the missed service, the Contractor shall develop a secondary make up plan to utilize other staff or another suitable make-up plan will be established with the staff that is agreed upon with DCPS. All remaining missed occupational therapy and physical therapy time shall be made-up by the Contractor by or before the first day of the last week of the school calendar. DCPS will discount any remaining missed OT or PT time from Contractor's last invoice at a rate of \$100 per each hour in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.6.9 If the Contractor's staff abruptly leaves, the Contractor must immediately communicate with DCPS and present a replacement for that staff. In case the Contractor is unable to present such replacement, the Contractor shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within 14 calendar days. The Contractor shall develop a missed services plan for all students whose services will be missed in the DCPS format. The Contractor shall keep the Physical Supports Program Manager informed of the results of efforts to find a replacement. If a replacement is not found after 14 days, the Contractor shall have deducted the daily rate for each day without coverage starting from the first day in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.6.9.1 Within 5 calendar days of school assignment, intervention services shall be provided to identified students. The Contractor shall assume cost of making up missed services and any compensatory education that is awarded. Services must be made up within Missed Services, Truancy and Due Diligence DCPS guidance. Missed (refer to attachment J.11) and make up services data shall be supplied by the Contractor monthly and reconciled with DCPS data.

C.5.6.10 The Contractor also shall (1) provide immediate temporary coverage at schools left uncovered by the former staff to complete any assigned OT and PT services; and (2) cover the cost of any independent service (OT and PT) generated by the lack of either OT or PT coverage at schools.

C.5.6.7 While missed service make up plans do not apply to student absences, Contractor shall implement due diligence actions that satisfy DCPS requirements. Refer to DCPS Missed Services, Truancy and Due Diligence Guidelines in attachment J.11.

C.5.6.8 The Contractor shall make a good faith effort to ensure service continuity. In order to best ensure Continuity of Services the Contractor shall implement the following programs:

C.5.6.8.1 Floating Time. The Contractor shall assure continuity of service by having several staff identified with floating time so that they shall be available to provide service at schools with unexpected breaks in service, such as school transitions, medical leaves and resignations during the school year. The Contractor shall submit the list of floating staff to Physical Supports Program Manager at the beginning of contract award date.

C.5.6.9 The Contractor's staff shall be required to record their delivered and missed sessions on a weekly basis in SEDS. All missed sessions will require a note from the Contractor's staff (in SEDS) on how services will be made-up in the format indicated by DCPS per the Missed Related Services, Truancy, and Due Diligence Guidelines in attachment J11. The Contractor shall supply to the Physical Supports Program Manager monthly and quarterly reports on missed sessions and make up sessions to reconcile delivered with DCPS' data.

C.5.6.10 The Contractor's staff shall be 100% compliant with Random Moment in Time Study Responses (RMTS).

C.5.6.11 At least 95% of assessments assigned to the Contractor shall be timely in accordance with District and federal guidelines and regulations. The Contractor shall exert all possible efforts to complete the assessment within 45 calendar days of parental consent. The Contractor shall follow the guidelines for untimely assessments per the Untimely Assessments and Due Diligence Guidelines; refer to attachment J10.

C.5.6.12 DCPS will apply to Contractor invoices a penalty of \$100.00 per day up to a maximum amount of \$1000 for late assessments per the Consequences of Non-Compliance; refer to section C.6. The penalties will be deducted from the next monthly invoice submitted by the Contractor.

C.5.6.12 For assessments with due dates that fall during holiday periods, the Contractor shall develop a plan to ensure timely assessments.

C.5.6.13 The Contractor's staff assigned to Early Childhood students shall collaborate quarterly on student progress for the Guiding Observation Learning & Development (GOLD) assessment progress reports.

C.5.6.14 The Contractor shall monitor and report monthly caseload delivery and fluctuations at each school site, updated staffing plan, and student service hours. This data will be reconciled monthly.

C.5.6.15 The Contractor shall review, analyze and report quarterly on referral and evaluation patterns and also analyze the efficiency and effectiveness of direct and indirect time utilization. Based on these quarterly analyses, The Contractor shall provide recommendations to DCPS for programmatic changes and initiatives.

C.5.7 The Contractor shall evaluate staff bi-annually. The staff performance assessment must mirror DCPS' IMPACT Group 12, refer to applicable documents in section C.2 item number 11.

C.5.7.1. The Contractor shall develop thirty (30) day performance plans are required for low performing staff.

C.5.7.2 DCPS Physical Supports Program must approve all 30-day Performance plans. Performance plans may be renewed for another 30 days if improvement is not demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request dismissal of Contractor staff based on lack of performance improvement.

C.5.7.3 DCPS shall have the right to request dismissal of Contractor staff based on a lack of performance by such staff, subject to prior written notice to Contractor and an opportunity for Contractor to address the specific performance issues within 30 days after receipt by Contractor of written notice from DCPS of such lack of performance.

C.5.8 Contractor shall ensure all staff attend DCPS mandatory professional development (PD) sessions and case conferences.

C.5.9 Targeted professional development (PD) for the Contractor staff shall be implemented based on:

- the development level and disability category of the students serviced; and
- specific upon content areas that have a direct bearing on the service provision of OT and PT supports within DCPS and the goals of DCPS/OSI/Physical Support Program.

C.5.10 The Contractor shall facilitate and provide three (3) of the DCPS mandatory professional development trainings during the school year. The three (3) professional development days are included in the 196 school days. There are no students in school on professional development days.

The professional development trainings are for the contractor's staff and seven (7) DCPS Occupational and Physical Therapist staff. The scheduled professional development trainings include:

- Five (5) all day trainings during the first week of the school year; and
- Five (5) all day trainings during the school year.
- Refer to DCPS calendar noted in section C.2 item number 9

C.5.11 In conjunction with the Physical Supports Program Manager, the Contractor shall develop and implement professional development trainings. The quantity of PD sessions shall be implemented in accordance with the school year schedule and shall include DCPS employees. DCPS and the Contractor must mutually agree on the training format.

C.5.11.1 All developed training materials as well as curriculum vitae of professional development training presenters shall be presented to the Physical Supports Program Manager six (6) weeks prior to the date of the training, in digital format.

- C.5.11.2 The Contractor shall facilitate and fund all aspects of professional development training after approval from DCPS. DCPS will provide the venue for the trainings.
- C.5.11.3 The Contractor shall develop and print all materials according to DCPS formatting guidelines and all materials will be made available to DCPS for web-based access to DCPS and Contractor staff. The Contractor shall be responsible for any legal issues originated by copyright infringement.
- C.5.11.4 The Contractor shall provide continuing education units (CEUs) for all the training participants including the contract staff and seven (7) DCPS employees.
- C.5.12. The Contractor shall be responsible for preparing, in writing, all activity reports and other pertinent data as may be necessary or required to manage and monitor related service eligibility and implementation of services. Such reports shall be made available to the Physical Supports Program Manager. This includes daily use of the Provider Management Application (PMA), real time status updates when requested and formal weekly status updates, and action plans to address assessment timeliness, percentage of services delivered, missed sessions, made up sessions, and percentage of productivity.
- C.5.13 The Contractor shall participate, as required and approved, in educational planning meetings including, but are not limited to Student Support Team, ISP, Section 504, Eligibility/IEP and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.
- C.5.14 The Contractor shall provide staff specialized in educational OT and PT services to meet DCPS' need. This should include strong knowledge base and supervision support in the areas of autism, early childhood assessment/planning/intervention and assistive technology in occupational and physical therapy. This also includes bilingual staff, although it is understood that the provision of bilingual OT & PT staff does not substitute for the District's responsibility to provide translator services under the District's Language Access Act of 2004.
- C.5.15 The Contractor shall analyze IEP data and student records to develop a staffing plan by school and student level using various service delivery models to meet school and student needs. This must be submitted to the Physical Support Services Program Manager at the start of the contract.
- C.5.16 The Contractor shall provide all graduate clinical supervision for required staff per the local boards of Occupational and Physical Therapy. The Contractor shall ensure that all staff shall have direct access to experienced supervisors.
- C.5.16.1 Prior to accepting graduate level students, the Contractor shall :
1. Obtain advance approval from DCPS;
 2. Ensure there is a current Memorandum of Agreement between DCPS and graduate student's university; and
 3. Ensure graduate student complete the mandatory DCPS volunteer application and clearance process; see section C.2 item number 10.
- C.5.17 The Contractor shall provide documentation with invoices that:

1. Corroborate the date(s) and time(s) of service provided by staff and management team;
2. Verify arrival and departure times from schools assigned (pursuant to schedules provided);
and
3. Confirm the names of the students serviced

C.5.17.1 DCPS may disallow invoices that do not accompany the above requirements and for staff that have not substantiated their current licensure status with written documentation; these invoices will not be paid until the issues in question are satisfactorily rectified.

C.5.18 The Contractor's OT & PT staff shall:

- Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);
- Complete screenings, observations, assessments, participate in SST/ISP/IEP/Section 504/MDT meetings for assigned students;
- Administer and document students treatment as delineated in this solicitation;
- In the first two weeks of school or beginning of assignment, provide an introductory letter, and phone call to parents and guardians prior to initiating treatment of their student(s) AND upload a copy into each student's folder in SEDS;
- Complete all quarterly IEP Report Cards (Quarterly Progress Reports);
- Document contact with parents to increase engagement, inform on student's progress and provide complimentary strategies to be implemented in the home;
- Participate in teacher conference days, which may entail the development of a plan to interact and engage parents;
- Produce and conduct at least 2 workshops per school year at assigned school(s) (using the DCPS format and instructions), additional trainings agreed by Contractor and DCPS;
- Conduct parent and teacher engagement sessions in elementary schools and educational campuses that support early childhood students (PK through 2). These trainings shall be provided during the school day and after school. After school sessions would be potentially 1.5 hours 4 times a year. After school trainings will be reimbursed at the Contractor's hourly rate denoted in section B.3;
- Contractor shall participate in RS professional development team planning meetings for increased collaboration;
- Provide a quarterly plan of strategies to the teacher of each student on caseload, for carryover in the classroom;
- Attend and actively participate in collaborative blocks, PD days, case conferences, assigned cohort meetings, etc.;
- Sign in and out in the Related Service Providers attendance book at schools;
- Be subject to unannounced observations by OSI/ Physical Supports Program Manager;
- Give at least 2 weeks notice of resignation or tour of duty in writing to the Physical Supports Program Manager;
- Ensure that staff are remaining current in their respective practices by adhering to the CEU requirements of respective governing and regulatory agencies, which shall be provided to DCPS personnel (by Contractor) on a quarterly basis; and
- Adhere to DCPS' Physical Support Guidebook policies and procedures, which include but are not limited to the assessment format, required assessment components, service log documentation elements, etc. (Refer to attachment J.12)

C.5.19 The Contractor shall provide supervision of OT and PT practice and contract compliance. The Contractor shall meet with the Physical Supports Program Manager weekly and quarterly to review contract compliance and data on key initiatives as set and agreed upon in terms of format and content with DCPS one-month post-contract award date.

C.5.19.1 Weekly Meeting - The Contractor's Clinical Director and Physical Supports Program Manager shall meet weekly to discuss topics such as the following items:

- Assessment Timeliness
- Services delivered
- Documented Services
- Missed/Made Up Services
- Random Moment in Time Study completion
- Staffing update
- Review of personnel issues
- Upcoming meetings/activities for the following weeks/month
- Review of Contractor's staff performance
- Professional Development Training Planning

C.5.20 Quarterly Leadership Team Meeting - On a quarterly basis, the Contractor's executive team shall present in-person to the Physical Supports Program Manager and DCPS/OSI Senior Director to review a comprehensive report on its activities. In addition to the weekly reporting data, the Contractor shall report on successes, accomplishments and performance indicators.

C.5.21 The Contractor shall:

1. Submit the schedules of all staff to the Physical Supports Program Manager, principal and Special Education Coordinators within 2 weeks of start of hire data and within 1 week of any changes;
2. Ensure that their Occupational Therapist and Physical Therapist staff are providing services, disseminating guidance, and ensuring compliance in an effective and timely manner;
3. Actively participate in the planning, developing and delivery of all Professional Development topics following DCPS guidelines and identified needs;
4. Actively collaborate with the Physical Supports Program Manager/OSI on initiatives that foster DCPS/OSI collaboration with local and national academic institutions; and
5. Immediately inform the Physical Supports Program Manager of any planned or unplanned leave/absence of the clinical managers, and shall provide the name of the replacement to cover his/her duties during the length of the absence.

C.5.21.1 The Contractor shall furnish upon request to DCPS, the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR § 455.105(b).

C.5.22 Contractor shall search the HHS-OIG List of Excluded Individuals/Entities (LEIE) database, and other databases as directed, for employees providing direct services. This must occur at the initial start of service and on a monthly basis thereafter. <http://exclusions.oig.hhs.gov>

C.5.23 The Contractor shall collaborate with DCPS on five key initiatives:

1. Implementing a progress and functioning data tracking method for students to articulate to IEP teams the independent level of functioning and eligibility determinations and service programming, e.g., goal development, service frequency and duration.
2. Monthly allocation of services on IEPs
3. Student Services Alignment Planning
4. Collaboration with students' classroom staff and families as it pertains to identified academic needs of students
5. Other DCPS/OSI/RS initiatives as identified.

C.5.24 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

C.6. CONSEQUENCES OF NON-COMPLIANCE

C.6.1 In the event of non-performance or violation or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall the right to seek sanctions and penalties as shall be appropriate.

C.6.2 DCPS shall issues directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its options in addition to any other remedies availability to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

Provision	Damages Per Occurrence
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	If a replacement is not found within 14 days, the Contractor agrees to have daily rate deducted per each day until the position is filled.
The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.
The Contractor shall ensure all staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	For each staff without the required NPI, DCPS will dispute all billed hours for the staff without an NPI.
The Contractor shall complete screenings and assessments (including bilingual) within 45 days from consent date	The Contractor shall be penalized \$100 per day for late assessments on their monthly invoices, with a maximum amount of \$1,000.
The Contractor shall document 100% of IEP services into SEDS on Monday by noon.	Each week a staff fails to fully document for each student, DCPS will dispute \$1,200.00 per incident.

All service tracker notes must be finalized by the 5 th of the following month.	DCPS will dispute \$1,200 (per student) each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.
The Contractor shall deliver minimum of 90% of all IEP prescribed services to each student on caseload.	DCPS will dispute \$100 per hour for each missed service hour in the Contractor's final invoice.
All missed sessions must be made-up per makeup plan. This should occur within the quarter.	Invoice payment may be disputed of \$100 per hour of non-made up services.
The Contractor is responsible for finding a replacement within 14 days.	The Contractor shall be charged daily rate penalty until replacement is identified.

C.6.3 Non Compliance Appeal

C.6.3.1 Appeals shall be handled according to applicable law and policy.

C.7 DCPS RESPONSIBILITIES AND TASKS

C.7.1 DCPS will collaborate with the Contractor in determining best matches in assigning each therapist to school(s). DCPS will provide the Contractor with DCPS identification for admission to the schools to which the contractor is assigned.

C.7.2 DCPS will make available to the Contractor, without charge, all necessary and treatment rooms at program sites to enable the Contractor's staff to render the services provided for in this Agreement. DCPS will work with the Contractor to develop appropriate accommodations in schools, including delivery of services in the classroom and pull out space, to ensure efficient service delivery.

Contractor shall undertake the ultimate fiscal responsibility of providing necessary technological support to staff, including evaluation tools/battery tests, treatment/intervention material (therapists' supplies) office supplies, fax machines, laptops, internet access and voicemail. Any equipment purchased w/DCPS contract funds must be returned to DCPS at completion of contract.

C.7.3 DCPS will provide dc.gov email accounts; the Contractor shall require staff access DCPS email accounts at least once per 24 hours. The Contractor shall require staff respond to DCPS emails or DCPS-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business.

C.7.4 DCPS will provide orientation to the schools and access to any programs generally required for school personnel, and SST, ISP, IEPs or Section 504 plans of referred students, along with any other pertinent information that would be helpful in supporting the students.

- C.7.5 DCPS will provide the Contractor access to the schools, to student charts, SST, ISP and IEPs, to daily and monthly data related to assessment and services caseloads and staff utilization, and to all documentation pertinent to therapy programming for contracted occupational and physical therapy through SEDS.
- C.7.6 DCPS Special Education senior leadership agrees to support Contractor in the appropriate reengineering of the District's contracted OT/PT service delivery system, which would include, but not be limited to:
 - C.7.6.1 Development and implementation of specific exit/entry criteria
 - C.7.6.2 Appropriate discharge of students from caseload including support of student service alignment plan meetings
 - C.7.6.3 Implementation of therapy "inclusion" and "group therapy" models when feasible and applicable
 - C.7.6.4 Strong management of the District's team leaders to support appropriate reengineering of the delivery system. (i.e.: for every case turned down for discharge/modification of services, DCPS agrees to review that case with the Contractor's clinical director and determine, if applicable, next steps to resolve)
- C.7.7 DCPS will also provide a directory of schools inclusive of addresses, email addresses and school telephone numbers.
- C.7.8 DCPS will provide an itemized list of the individual students designated to receive services and the assigned school(s) for staff via SEDS.
- C.7.9 At any time, DCPS has the option to decrease contractual staffing as DCPS staffing increases.
- C.7.10 DCPS will provide training in the use of the designated data management tool in use, which captures each discrete encounter per student (i.e.: Easy IEP/SEDS, DC STARS, and PMA 2.0)
- C.7.11 DCPS will evaluate the Contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this solicitation shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and 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 March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

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

<u>Number</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level</u>	<u>Surveillance Method</u>	<u>Consequences</u>
1.	The Contractor is responsible for ensuring all contractors and subcontractors undergoing the DCPS background and security check.	100%	Beginning of employment	The Contractor shall be prohibited from beginning employment until the background and security check is completed.

2.	The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	Ensure a full qualified staff is provided for service delivery.	Quarterly evaluation	If a replacement is not found within 14 days, the Contractor agrees to have daily rate deducted per each day until the position is filled.
3.	The Contractor shall, at its own cost and expense, hire, maintain, or expand its support staff as necessary.		Quarterly evaluation	
4.	The Contractor shall ensure that all staff undergoes DCPS interviews and other hiring processes.		Quarterly evaluation Review of OHC fingerprinting and drug clearance reports.	The Contractor shall be prohibited from starting services until interviewed and approved by DCPS.
5.	The Contractor shall ensure all staff attend the mandatory DCPS trainings as determined the by Physical Supports Program Manager and Related Service Directors.		Beginning of employment and training sign in sheets.	Attendance will be noted during evaluation DCPS may request removal of staff for missing mandatory trainings.
6.	The Contractor shall ensure all contractors and subcontractors attend the Related Services professional development meetings.		Verify professional development sign in sheets	Attendance will be noted during evaluation. DCPS may request removal of staff for missing mandatory trainings.
7.	The Contractor must provide proof of current certification and licensure for all staff before staff provides services	100%	3 days prior to the start date Monthly review of certification for each staff with the Contractor's	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.

	to children.		manager	<p>DCPS will inform the Contractor of infractions prior to penalizing using cure letter.</p> <p>DCPS may not exercise option year with the Contractor.</p>
8.	The Contractor shall ensure all staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	Due five (5) days prior to starting in DCPS as an OT or PT.	Weekly Meetings	<p>For each staff without the required NPI, DCPS will dispute all billed hours for the non-licensed staff.</p> <p>DCPS will inform the Contractor of infractions prior to penalizing using cure letter.</p> <p>DCPS may not exercise option year with the Contractor.</p>
9.	The Contractor shall complete screenings and assessments (including bilingual) within 45 days from consent date	95% of the time	Weekly	The Contractor shall be penalized \$100 per day for late assessments on their monthly invoices, with a maximum amount of \$1,000.
10.	The Contractor shall document 100% of IEP services into SEDS on Monday by noon.	100% of the time	Weekly/Monthly review of SEDS documentation data	<p>Each week a staff fails to fully document for each student, DCPS will dispute \$1,200.00 per incident.</p> <p>After the 4th incident, staff must be replaced after 30 days.</p>
11.	All service tracker notes must be finalized by the 5 th	100% of the time		Invoice payment will be disputed:

	of the following month.			<p>DPCS will dispute \$1,200 (per incident) each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.</p> <p>After the fourth incident, DCPS may request Contractor to replace the staff within 30 days.</p> <p>Compliance will be noted during evaluation in regards to extending Option Years.</p> <p>DCPS may request removal of staff for non-compliance.</p>
12.	The Contractor shall deliver minimum of 90% of all IEP prescribed services to each student on caseload.	100% of the time	<p>Monthly monitoring of delivered services data</p> <p>Quarterly, DCPS will calculate the amount of missed services student.</p>	<p>Invoice payment may be disputed</p> <p>DCPS will dispute \$100 per hour for each missed service hour in Contractor's final invoice.</p>
13.	The Contractor adheres to OSI Due Diligence Guidelines	100% of the time	Monthly	Invoice payment may be disputed of \$100 per hour of non-made up services.
14.	All missed sessions must be made-up per makeup plan. This should occur within the quarter.	100% of the time	Monthly	Invoice payment may be disputed of \$100 per hour of non-made up services.
15.	The Contractor shall replace any missing staff within 14 calendar days.	100% of the time	Monthly	The Contractor shall be deducted its daily rate per staff until replaced

16.	The Contractor shall be 100% compliant with DCPS RMTS	95% of the time	Quarterly	Compliance shall be noted during evaluation.
17.	Provide make-up services by the first day of the last week of school on the academic calendar for all missed services	Minimum of 90% of services delivered for each student's ISP, IEP, or 504 plan for 100% of all students.	Monthly/Quarterly	<p>Make-up sessions should be initiated within 20 days of missed service, but</p> <p>The Contractor shall develop make-up plan in agreement with DCPS.</p> <p>DCPS will discount \$100 per hour for any missed OT or PT time from Contractor's final invoice.</p>
19.	The Contractor shall be responsible for notifying DCPS two weeks ahead of time when a staff shall be resigning. The Contractor is responsible for finding a replacement within that time period.			The Contractor shall be charged daily rate penalty until replacement is identified.
20.	The Contractor shall acknowledge the right for DCPS to request dismissal of the Contractor staff based on a lack of performance.		<p>Weekly meetings with the Contractor's clinical manager.</p> <p>Quarterly meetings with the Contractor</p>	The Contractor has the opportunity to address the specific performance issues within 30 days after receipt by the Contractor or written notice from DCPS of such lack of performance.
22.	The Contractor shall attend bi-weekly, monthly, and quarterly meetings.			DCPS may not exercise option year

22.	The Contractor shall adhere to DCPS Physical Supports Guidebook		Weekly meetings with the Contractor's clinical manager.	DCPS may not exercise option year
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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 submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

DCPS Office of the Chief Financial Officer
 1200 First Street, N.E. 11th floor
 Washington, D.C. 20002
 Attn: Special Education Payment Unit
 Email to: dcps.invoices@dc.gov

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

Invoice must also contain:

- (1) timesheet for each OT & PT staff signed by school administrator(s); and
- (2) list of all students serviced by each staff. The student list must include the student name, attending school, and student identification number.

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.2.2.9 Contractor shall follow invoicing instructions outlined above. Contractor shall be paid after invoices have been properly submitted, reviewed and approved by DCPS.

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 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer'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

PARTIAL PAYMENTS

Unless otherwise specified in the contract, payment will be made on partial deliveries of goods and services accepted by 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 item in accordance with the agreed upon delivery schedule.
 - "Payment will 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.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:

Ms. Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
Washington, DC 20002
Email: glorious.bazemore@dc.gov

Contract Specialist:
Gwendolyn Walters
Senior Contract Specialist
Office of Contracts and Acquisitions
District of Columbia Public Schools
Washington, DC 20002
Email: gwendolyn.walters@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:

Jose Seijas
Program Manager, Physical Support Services
DCPS
Office of Specialized Instruction
1200 First Street, NE
Washington, DC 20002
202-907-7443
(202) 654-6088
Jose.seijas@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 shall 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. 2005-2103 Rev. 13, dated June 19, 2013 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 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the

request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

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

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises 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 certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

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. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal.

Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
 - H.9.3.2** A brief description of the goods procured or the services contracted for;
 - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

H.9.4.1A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

DCPS will provide the Contractor with office space for the clinical manager in close proximity to DCPS' Physical Supports Program Manager.

Refer to Section C6

H.11 CONTRACTOR RESPONSIBILITIES

Refer to Section C.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to 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

- I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-

dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

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

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

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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: \$2,000,000.00 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 \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

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

6. Crime Insurance (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 \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability;

and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

Ms. Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
Washington, DC 20002
Email: glorious.bazemore@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(s) awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

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 (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103 Rev. 13, dated June 19, 2013
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"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice

Attachment Number	Document
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	OSE 13-14 Programs & Resources Guide for Staff
J.10	Untimely Assessment and Due Diligence Guidelines
J.11	Missed Related Service Sessions, Truancy and Due Diligence Guidelines – Part 1 & Part 2
J.12	SY 2013 – 214 DCPS Physical Supports Program Guidebook
J.13	Private Religious Organizations – Statement of Services
J.14	DC Public School Attendance Intervention Protocol
J.15	Cost Price Disclosure Certification

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

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 multiple contracts resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 3:30 p.m. on January 8, 2014 at The District of Columbia Public Schools, Office of Contracts and Acquisition, 1200 First Street, N.E. Suite 1137, Washington, DC 20002, Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference a structure and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance rooster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will be posted on the OCA website at <http://dcps.dc.gov/DCPS/About+DCPS/Doing+Business+with+DCPS/Procurement/Solicitations>

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT:

L.3.1 One original and 6 (six) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Additionally, one electronic version of the technical proposal shall be submitted on CD. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: GAGA-2014-R-0026, Occupational and Physical Therapy

L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

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

L.4.1 Proposal Submission

Proposals shall be submitted no later than February 3, 2014 at 3:00 p.m. at District of Columbia Public Schools, Office of Contract and Acquisitions, 1200 First Street, NE, 11th Floor, Washington, DC 20002. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.4.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- L.4.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- L.4.1.3 The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Postmarks

- L.4.3.1 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.4.4 Late Modifications

- L.4.4.1 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4.5 Late Proposals

- L.4.5.1 A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with

unsuccessful proposals resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than January 13, 2014. The District will not consider any questions received after January 13, 2014. The District shall post all responses via amendment to the Office of Contracts and Acquisitions Website for all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Ms. Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
Washington, DC 20002
Email: glorious.bazemore@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that

offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business 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 labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

- Minimum of five (5) years in business providing school-based related services including occupational and physical therapy services
- Minimum of three (3) years in the provision of related services including occupational and physical therapy services in an urban school setting

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA

(60 point maximum)

a. Demonstrated Experience

(40 point maximum)

Include a section labeled “Demonstrated Experience”.

- Company background / history (Refer to section C.1)
- Sample district wide staffing plan (Refer to section C.5.1.2, C.5.6.14 and C.5.14.1)
- Sample professional development training outline and plan for three (3) all day sessions (Refer to section C.5.10, and C.5.11)
- Sample missed services plan (Refer to section C.5.6.3, C.5.6.4, C.5.6.5, and C.5.6.9)
- Sample floating staff plan (Refer to section C.5.6.8.1)
- Sample Staffing Evaluation tool and plan consistent with DCPS IMPACT (Refer to Section C.2 item number 11)
- Proof of OT and PT Continuing Education Unit (CEU) provider status (Refer to Section C.5.11.4)
- Plan for teacher and parent engagement (Refer to Section 5.18)

Identify and describe prior experience providing occupational and physical therapy services to an urban school-based setting as a Contractor. Include information:

- Client name (contact name, address, email and phone number of contracting administrator)
- Term dates of contract
- Services provided
- Number of assigned staff
 - Number of Available Days per week (Refer to section C.5.4.3)
- Number of students serviced
- Total Contract Amount
- Specialized skills / services provided (Refer to section C.5.14)
- Goals, Achievements & Outcomes (Refer to section C.1 and C.4)
- Sample Quarterly Contract Reports (Refer to sections C.5.6.9 and C.5.12)
- Sample OT intervention schedule (Refer to section C.5.21)
- Sample PT intervention schedule (Refer to section C.5.21)
- Sample OT Assessment Report (Refer to section C.5.6.11 and C.18)
- Sample PT Assessment Report (Refer to section C.5.6.11 and C.18)
- Sample OT Intervention Progress Reports (Refer to section C.5.6 and C.5.18)
- Sample PT Intervention Progress Reports (Refer to section C.5.6 and C.5.18)

b. Professional Qualifications

(20 points maximum)

Provide documentation to support the qualifications of each staff proposed in the cost section B.2. Documentation must consist of copies of:

- Resume (Refer to section C.5.1.1)
- Degrees in OT or PT (Refer to section C.5.1.1)
- Current DC DOH License in OT or PT (Refer to section C.5.4)
- Relevant Credentials / Certifications in areas of Occupational or Physical Therapy (Refer to section C.1.1 and C.4)

- Proof / Evidence of School-Based OT or PT Experience (Refer to section C.1, and C.5.4.2)
- Certificates of specialized trainings (refer to C.5.14)
- Proof / evidence of supervisory OT or PT experience (Refer to C.5.14)

M.3.2 PRICE CRITERION (40 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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