


<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia			1. Caption			Page 1 of 63 Pages			
			<b>Dedicated Aids and Nurses</b>			1	XX		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		GAGA-2024-I-0195		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other		June 25, 2024		<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Contracts and Acquisitions Division 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002				8. Address Offer to:  <a href="mailto:dcpsoca.inquiries@k12.dc.gov">dcpsoca.inquiries@k12.dc.gov</a>					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
<b>SOLICITATION</b>									
9. Sealed offers and/or Bids for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, <b>no later than 2:00pm EST Wednesday July 10, 2024.</b>									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact	A. Name			B. Telephone Number			C. E-mail Address		
	Zahra Hashmi			Phone 202.442.5120			<a href="mailto:Zahra.hashmi@k12.dc.gov">Zahra.hashmi@k12.dc.gov</a>		
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<b>OFFER</b>									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number		Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone			15 C. Check if remittance address is different from above			17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/> - Refer to Section G						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data			
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

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

- B.1.1 The District of Columbia Public Schools (“District” or “DCPS”), Contracts and Acquisitions Division on behalf of the Division of Specialized Instruction (DSI) in the Office of Teaching and Learning (OTL), is seeking a service provider to staff paraprofessional and nurses dedicated to specific student who have disabilities (“Dedicated Aides and Nurses”) during the school day.
- B.1.2 This is Requirement Contract with fixed hourly rate CLINs in accordance with the 27 DCMR Chapter 24.
- B.1.3 The District will purchase its requirement of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor of its obligation to fill all such orders.
  - a) Delivery shall be made only as authorized in accordance with the Purchase Order. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source. The Contractor shall furnish to the District, when and if ordered, the services specified in the Schedule up to and including the maximum quantity of each CLIN). The District will order at least the minimum quantity.
  - b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Destinations will be mutually agreed upon by both parties.
  - c) Any Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and District’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period, provided that the Contractor shall not be required to make any deliveries under this contract after the expiration date.
- B.2** The District contemplates a single award of a Requirements contract with the fixed hourly rate CLINs.in accordance with 27 DCMR Chapter 24.
- B.2.1 The contractor shall charge an hourly rate for providing staff dedicated aides and nurses.

B.2.2 The fixed hourly rate shall be fully loaded and include wages, benefits, overhead, general, and administrative (G&A) expenses, and profit.

**B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM**

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

**B.4 PRICE SCHEDULE – REQUIREMENTS CONTRACT WITH FIXED LABOR RATES**

**B.4.1 BASE YEAR October 1, 2024, through September 30, 2025**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	Dedicated Aid Services	\$_____ Per Hour	13660 Hours. (Up to 130 dedicated aides: 7.5 hours/day, 5 weekdays.)	\$_____
0002	Dedicated Nursing Services for students with disabilities	\$_____ per Hour	18590 hours (Up to 25 Nurses 7.5 hours/day 5 weekdays)	\$_____
0003	Dedicated Nursing Services for students with disabilities.	\$_____ per Hour	5720 Hours (Up to 6 Nurses 7.5 hours/day 5 weekdays)	\$_____
<b>Grand Total for B.4.1</b>			<b>Not To Exceed</b>	<b>\$_____</b>

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

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**B.4.2 OPTION YEAR ONE October 1, 2025, through September 30, 2026**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001	Dedicated Aid Services	\$_____ Per Hour	13660 Hours. (Up to 130 dedicated aides: 7.5 hours/day, 5 weekdays.)	\$_____
1002	Dedicated Nursing Services for students with disabilities	\$_____ per Hour	18590 hours (Up to 25 Nurses 7.5 hours/day 5 weekdays)	\$_____
1003	Dedicated Nursing Services for students with disabilities.	\$_____ per Hour	5720 Hours (Up to 6 Nurses 7.5 hours/day 5 weekdays)	\$_____
<b>Grand Total for B.4.2</b>			<b>Not To Exceed</b>	<b>\$_____</b>

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

**B.4.3 OPTION YEAR TWO October 1, 2026, through September 30, 2027**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2001	Dedicated Aid Services	\$_____ Per Hour	13660 Hours. (Up to 130 dedicated aides: 7.5 hours/day, 5 weekdays.)	\$_____
2002	Dedicated Nursing Services for students with disabilities	\$_____ per Hour	18590 hours (Up to 25 Nurses 7.5 hours/day 5 weekdays)	\$_____
2003	Dedicated Nursing Services for students with disabilities.	\$_____ per Hour	5720 Hours (Up to 6 Nurses 7.5 hours/day 5 weekdays)	\$_____
<b>Grand Total for B.4.3</b>			<b>Not To Exceed</b>	<b>\$_____</b>

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

**B.4.4 OPTION YEAR THREE October 1, 2027, through September 30, 2028**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
3001	Dedicated Aid Services	\$_____ Per Hour	13660 Hours. (Up to 130 dedicated aides: 7.5 hours/day, 5 weekdays.)	\$_____
3002	Dedicated Nursing Services for students with disabilities	\$_____ per Hour	18590 hours (Up to 25 Nurses 7.5 hours/day 5 weekdays)	\$_____
3003	Dedicated Nursing Services for students with disabilities.	\$_____ per Hour	5720 Hours (Up to 6 Nurses 7.5 hours/day 5 weekdays)	\$_____
<b>Grand Total for B.4.4</b>			<b>Not To Exceed</b>	<b>\$_____</b>

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

**B.4.5 OPTION YEAR FOUR October 1, 2028, through September 30, 2029**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
4001	Dedicated Aid Services	\$_____ Per Hour	13660 Hours. (Up to 130 dedicated aides: 7.5 hours/day, 5 weekdays.)	\$_____
4002	Dedicated Nursing Services for students with disabilities	\$_____ per Hour	18590 hours (Up to 25 Nurses 7.5 hours/day 5 weekdays)	\$_____
4003	Dedicated Nursing Services for students with disabilities.	\$_____ per Hour	5720 Hours (Up to 6 Nurses 7.5 hours/day 5 weekdays)	\$_____
<b>Grand Total for B.4.5</b>			<b>Not To Exceed</b>	<b>\$_____</b>

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

- B.5** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and rejected if the bidder fails to submit a subcontracting plan required by law.
- B.6** For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1

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

**B.7 REQUIREMENTS CONTRACT**

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

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

**B.8 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.**

- B.8.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:
- (1) As calculated using a de minimis rate of 10% of all direct costs under this contract.
  - (2) By negotiating a new percentage indirect cost rate with the awarding agency.
  - (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B; or
  - (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.
- B.8.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.
- B.8.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

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**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

- C.1.1 The District of Columbia Public Schools (DCPS) Office of Contract and Acquisition (OCA), on behalf of the Division of Specialized Instruction (DSI) in the Office of Teaching & Learning (OTL) is seeking a service provider to staff paraprofessional and nurses dedicated to specific students who have disabilities (“Dedicated Aides and Nurses”) during the school day. Nurses will also support DCPS Medical Education Support Programs. Dedicated Aides must meet the prerequisite credentials for highly qualified paraprofessionals outlined in the No Child Left Behind Act of 2002 who have the capacity to provide support for students who qualify for dedicated one on one paraprofessional support as determined by the Individualized Education Plan (IEP) team in an urban setting. Dedicated and program nurses must meet all requirements set forth by DC Health and at a minimum have an LPN credential.
- C.1.2 The Contractor shall provide staff paraprofessional and nurses dedicated to specific students who have disabilities (“Dedicated Aides and Nurses”).
- C.1.3 Ensure all mandatory health and safety requirements are met in coordination with the District Guidance.

**C.2 APPLICABLE DOCUMENTS**

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

Item No.	Title	Date
01	Dedicated Aide Guide 2024-2025 (PDF)	2024-2025
02	Impact Guide and Link <a href="#">17. Educational Aides.pdf</a>	2024
03	DCPS SY 2024-25 School Calendar and link <a href="#">SY 2024-25 DCPS School Calendar</a>	2024-2025
04	Family Guide Link <a href="https://dcpsspeciald.wixsite.com/home">https://dcpsspeciald.wixsite.com/home</a>	2024-2025
05	Americans with Disabilities Act <a href="https://www.ada.gov/">https://www.ada.gov/</a>	2024
06	DC Health Licensure Verification <a href="https://dohenterprise.my.site.com/ver/s/">https://dohenterprise.my.site.com/ver/s/</a>	2024



### **C.3 DEFINITIONS**

N/A

### **C.4 BACKGROUND**

C.4.1 The District of Columbia Public Schools (DCPS) has students with disabilities that require the services and support of a dedicated one on one aide or nurse pursuant to their Individual Education Plan (IEP). A process has been developed and implemented throughout the District to ensure these services and supports are only provided to students who require them to access the curriculum and make meaningful progress toward identified goals and objectives.

C.4.2 The School district does employ dedicated aides; however, there is generally a shortfall between the number of dedicated aides employed by the school district and the number of dedicated aides required by students pursuant to their IEPs. The shortfall must therefore be corrected and supported by contractual employees. School Health Services are provided through a Memorandum of Agreement between DCPS and the District of Columbia Health Department, but some students with disabilities require such extensive medical services and supports while in the educational environment that DCPS has elected to contract for those services.

C.4.3 The provisions of the No Child Left Behind Act 2002, outline the requisite credentials of paraprofessionals serving in Title I schools. Since most public schools in the District are Title I Schools, contracted dedicated aides must meet the requisite credentials for Highly Qualified Paraprofessional outlined in the Act. Specifically, all contracted instructional and behavioral aides must demonstrate credits commensurate with at least two years participation in an institution of higher learning, an associate degree, or successful completion of a formal paraprofessional examination.

C.4.4 The provision of the Individuals with Disabilities Education Act of 2004 (IDEA). Describe school health services as a related service to students with disabilities who would be unable to attend a day of school without supportive health care provided by a qualified school nurse or a specifically trained non-medical person who is supervised by a qualified nurse. All contracted medical paraprofessionals must demonstrate credential commensurate with these provisions of the IDEA.

C.4.5 As a result of the D.C. Law 3-77, District of Columbia Workers' Compensation Act of 1979 (as amended), and the District's Mayor authorized the D.C. Department of Employment Services' Office of Workers' Compensation to administer the workers' compensation program since 1982. As time has passed, OWC has outgrown the old CORE document repository system, which was built in 2004. Moreover, Washington, D.C.'s growth of employers and employees has increased in large numbers, which also affects the need to protect more workers who sustain work-related injuries and occupational diseases. OWC also has other units such as compliance, insurance, and a

special fund that works in tandem with the claims processing unit. Thus, OWC needs a system that is expandable and can handle its continuous growing requirements.

## **C.5 REQUIREMENTS**

### C.5.1 Contractor Responsibilities – The Contractor Shall

C.5.1.1 Staff appropriately certified and licensed nurses and paraprofessionals to provide the following support in person and/or virtually:

- a. Paraprofessionals provide physical prompting, assistance with daily living skills, assistance with orientation and mobility, applied behavior analysis (ABA), and reinforcement of skills and concepts introduced by a teacher.
- b. Paraprofessionals will also provide crisis prevention intervention; Antecedent-Behavior-Consequence (ABC) data on each incident of maladaptive behavior, passive physical restraint only when the student demonstrates serious, imminent danger to self, and/or others or in instances of major property destruction. Such intervention must be documented on a serious incident report and submit that report to the school administrator, data collection for functional behavioral analysis (FBA) and/or implementation of a behavior intervention plan (BIP), and data collection on the results of positive behavioral supports. Paraprofessionals will help ensure that their assigned students do not engage in dangerous elopement, major property destruction, and/or serious imminent danger to self-and/or others.
- c. Dedicated and expert nurses to provide G-tube feeding, tracheotomy suctioning, treatments with a nebulizer or ventilator, chest physical therapy, urinary catheterization, diabetes blood sugar monitoring and insulin injections and management of other medical conditions as deemed appropriate by the IEP team. Nurses must meet the requisites for providers of school health services as a related service, outlined in the IDEA. Nurses will document all medical care each day in relation to student nursing and/or feeding plans.
- d. Have at least 135 qualified aides and 25 qualified nurses prepared to support students on the first day of the contract.

C.5.1.2. Provide DCPS with current copies of the college transcript, associate degree, and/or formal assessment scores of all paraprofessionals assigned to students with disabilities in any school for which DCPS is the local educational Agency (LEA).

Ensure that all paraprofessionals and nurses complete DCPS background check (fingerprinting, drug testing, Sex Offenders Registry) and submit tuberculosis (TB) test results. Contractors must successfully pass the background check and provide negative TB test results at no cost to the vendor.

- C.5.1.3. Provide DCPS with current copies of each paraprofessional's certification in crisis prevention intervention and passive physical restraint (Safety Care)
- C.5.1.4. Ensure that all paraprofessionals and nurses providing services under this contract are provided with the necessary training in relation to DCPS needs and per the student's IEP.
- C.5.1.5. Provide no less than 4 supervisors to interface with DCPS to address any issues or concerns regarding paraprofessionals and nurses, including an on-staff registered nurse to supervise and support medical personnel.
- C.5.1.6. Provide substitute paraprofessionals and nurses when the DCPS Division of Specialized Instruction ("DSI") main staff is absent within two hours' notice. They will also:
- a Notify contract administrator of staff absence and time frame for substitute support to report.
  - b Notify the school representative of staff absence and estimated time of arrival for substitute staff.
- C.5.1.7. Provide a registered nurse (RN) to supervise nurses, review nursing plans, feeding plans where applicable and IEPs in relation to the medical needs of students requiring a dedicated nurse. RN's will also supervise and review nursing logs/documentation.
- C.5.1.8. Provide services according to the need of paraprofessional and nurse support as outlined in this solicitation for the DCPS schools. Services will include implementation of strategies and interventions, implementation of student IEPs and Behavior Intervention Plans (BIP) as well as the implementation of fade plans, which provide guidance to the IEP team on the removal of support during specific parts of the student's school day in accordance with the IEP. Nurses will provide services as stated in the student's nursing and/or doctor's orders.
- C.5.1.9. The contractor shall participate in pertinent meetings and participate in professional development with DCPS staff as required to meet the needs of the students and DSI.
- C.5.1.10. Inform DCPS contract administrator in collaboration with the school team if the assigned student has withdrawn from DCPS or the service has been removed from the IEP.
- C.5.1.11. Maintain an individual personnel file for each staff person providing services under this contract that contains an application for employment, professional references, and verification of applicable credential/certification.
- C.5.1.12. Make all personnel materials available to the contract administrator upon request.

- C.5.1.13. Immediately communicate with DCPS if the paraprofessional abruptly leaves/resigns and presents a replacement for that staff. In case the contractor is unable to present such replacement, the contractor shall make a good faith effort to provide a replacement within one calendar day and communicate with DCPS about its efforts.
- C.5.1.14. Provide consistent services with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.
- C.5.1.15. Remove low performing paraprofessionals and nurses immediately and replace them with appropriate personnel.
- C.5.1.16. Ensure all paraprofessionals attend DCPS required training.
- C.5.1.17. Implement professional development (PD) for paraprofessionals based on:
- a The development level and disability category of the student supported; and
  - b Specific upon content skill areas necessary to support the assigned student.
- C.5.1.18. Provide documentation with invoices that:
- a Corroborate the date(s) and times(s) of service provided by paraprofessionals and nurses and management team.
  - b Verify arrival and departure times through signed timesheets by school administrator or designee pursuant to schedules provided); and
  - c Confirm the names of the students supported.
  - d DCPS may disallow invoices that do not satisfy the above requirements; these invoices will not be paid until the issues in question are satisfactorily rectified.
- C.5.1.19. 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.5.1.20. Ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement, or mere denial. The purpose of the statute is to “punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies”.
- C.5.1.21. In response to a pandemic situation and in accordance with the Centers for Disease Control and Prevention (CDC), the contractor will provide their aides and nurses with protective gear including masks and gloves.
- C.5.1.22. Prior to the support of a student and after review of the student’s nursing/doctor’s order, the nurse(s), accompanied by the contracted Registered Nurse (RN) and/or the Nursing Supervisor will meet with the student, parent and/or guardian at the local

school or Central Office in advance of the student's start in a DCPS location to gain an understanding of the student's medical needs and responds to questions about medical support from families.

C.5.1.23. Should DCPS operate in a virtual learning environment, Dedicated IEP

Paraprofessionals will support student(s) through DCPS approved online platforms and telephone conferences with school staff. Aide support includes but is not limited to:

- a Support classroom teacher with preparing student assignments, content, and activities.
- b Maintain regular communication with teachers.
- c Assist with collecting materials that will be sent to their student.
- d. Communicate and check in with students as determined by classroom teacher and school leadership.
- e. Under the direction of the teacher or related service provider, support family and student in accessing and participating in remote learning and therapy experiences, including supporting families in implementing behavior supports and structures, as needed.

C.5.1.24. Select Paraprofessional services shall be provided in small groups or classroom settings to support a specific special education student or group of students either in person or remotely.

**C.5.2 The paraprofessionals and nurses, whether in person and/or virtually shall:**

C.5.2.1. Follow all DCPS guidelines and procedures related to student discipline. Failure to complying may result in disciplinary action for the paraprofessional.

C.5.2.2. Paraprofessionals shall work no more than 7.5 hours per day and nurses no more than 8 hours per day with their assigned students or classroom according to a schedule authorized by the school principal or a request has been made by DCPS and approval received by the DCPS contract administrator to exceed the hours. Paraprofessionals and nurses are to eat lunch with their student (s),

C.5.2.3. Not work on Holidays and school closures, including when schools closed due to inclement weather.

C.5.2.4. Remain in the school building no more than two hours prior to leaving if the assigned student is absent.

C.5.2.5. Under the direction of a DCPS certified special education teacher, provide moderate to intense support to students who are in the special education setting and are diagnosed with a qualifying physical/mental disability or impairment that impacts the child's

academic performance under IDEA. Paraprofessionals will be specifically assigned and assist in the attainment of each child's IEP goals, BIP and/or nursing plan.

- C.5.2.6. Participate in planning sessions, staff professional development, parent-teacher conferences, and IEP meetings, when requested by the building principal and when approved by the contract administrator, provided that substitute coverage is provided to the assigned student.
- C.5.2.7. Build and maintain positive, professional relationships with all educational stakeholders to include students, school staff, central office staff, families, and community partners.
- C.5.2.8. Maintain required data and anecdotal notes relevant to assigned students, using the data collection instruments provided by DCPS.
- C.5.2.9. Transfer along with their assigned students to other DCPS locations, unless otherwise directed by DCPS.
- C.5.2.10. Have access to their assigned students' IEPs, BIPs, and/or nursing plans, and demonstrate thorough familiarity with the aforementioned documents. Paraprofessionals will be trained by DCPS school team on these documents before starting service with an assigned student. Paraprofessionals will not remove these documents from the school building when school is not in session or when their assigned students are absent. Paraprofessionals will maintain strict confidentiality related to the contents of these documents in accordance with DCPS disclosure statements.
- C.5.2.12. Provide ancillary benefits to other students who are working in a small group with their assigned students.
- C.5.2.13. Be under the guidance of DCPS classroom teacher, related service provider as authorized by DCPS, and/or school principal or designee while providing services to their assigned students.
- C.5.2.14. Assist their assigned students, to the extent required by their IEPs, BIPs, and/or Nursing Plans, with the performance of daily living skills including eating, dressing, toileting, and maintaining personal hygiene.
- C.5.2.15. Assist their assigned students with safe transitions from one activity to another and one setting to another.
- C.5.2.16. Assist their assigned students in the effective and efficient use of technology.
- C.5.2.17. Not engage in playground duty, cafeteria duty, bus duty, or office duty.

- C.5.2.18. Not give out their personal telephone number to parents or communicate with parents directly. The teacher, related service provider, special education coordinator, case manager, and/or school administrator will be identified by the paraprofessionals as the primary point of contact with whom to discuss parental concerns. Communication with parents is restricted and should only be with a DCPS administrator and supervisor.
- C.5.2.19. Upon invitation participate in DCPS professional development sessions.
- C.5.2.20. Be evaluated in accordance with DCPS evaluation procedures. Any paraprofessional evaluated in the minimally effective or ineffective range will be relieved of his/her duties with DCPS.
- C.5.2.21. The paraprofessional shall accompany their assigned student on school- based field trips. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.
- C.5.2.22. The nurse shall accompany their assigned student on school- based field trips in accordance with their current nursing plan and/or doctor's order. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.
- C.5.2.23. Follow DCPS' and local schools' policies and procedures (including attendance, on time arrival, respect dress code, participating in collaborative block (if appropriate), etc.)
- C.5.2.24. Sign in and out on a specific attendance book at schools.
- C.5.2.25. Be subject to unannounced observations by DSI/Program Manager.
- C.5.2.26. Disengage from use of cellphones or texting during school hours.
- C.5.2.27. Paraprofessional instructional whole classroom support for students in specific programs or inclusion settings.
- C.5.2.28. The paraprofessionals or nurses shall not accompany students being transported via ambulance for emergency events, DCPS staff will be responsible for accompanying students in emergency events.
- C.5.2.29. Paraprofessionals and nurses will not attend IEP or any meeting about a student without notification and representation by supervisors.
- C.5.2.30. Paraprofessionals and nurses will have two 15-minute daily breaks. Contracted staff

will eat with their student to provide support. If support is not needed, their lunch break will be no more than 30 minutes. Student coverage during breaks will be the responsibility of DCPS.

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

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

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

- E.1** The inspection and acceptance requirements for this contract 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 July 2010. (Attachment J.1)

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

##### **F.1 TERM OF CONTRACT**

The contract term shall be for one year from October 1, 2024, through September 30, 2025, with the four Option Year Period exercised solely at DCPS' discretion.

##### **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-day preliminary notice requirement by giving a written waiver to the Contracting Officer before the contract expires.
- 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(s) 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 identified in section G.9 in accordance with the following:

<b>Item</b>	<b>Deliverable</b>	<b>Due Date/ Frequency</b>	<b>Format/ Method of Delivery</b>
1.	Proof of passing score on Para Praxis of 48 College credit hours for paraprofessionals employed by the Contractor	Within 60 days of contract award	Hard copy and electronic copy via email to CA
2.	Paraprofessionals Evaluation Reports	Quarterly	Electronic via email to CA
3.	Formal response to request related to student needs	As needed	Electronic via email to CA withing 24 hours of the request
4.	Incident report demonstrating that staff-related requests have been investigated addressed, and resolved	As needed	Electronic via email to CA withing 24 hours of the request
5.	Data sheets and all student documentation collected through the course of provision of support	As needed	Electronic via email to CA
6.	Documentation of balance of male and female candidates	As needed	Electronic via email to CA
7.	Participate in conference calls and in-person meeting	As needed	In-person and via conference call

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

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT:**

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

**G.2 INVOICE SUBMITTAL:**

- G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
  - G.2.3.1 Contractor's name, federal tax ID, and invoice date (date invoices as of the date of mailing or transmittal).
  - G.2.3.2 Contract number and invoice number.
  - G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.
  - G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer.
  - G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
  - G.2.3.6 Name, title, phone number of person preparing the invoice.
  - G.2.3.7 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.2.3.8 Authorized signature.

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

G.3.1 For contracts subject to the 51% District Residents New Hires 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:**

#### **G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

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

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

#### **G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

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

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

#### **G.4.3 PARTIAL PAYMENTS**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and

- c) Presentation of a properly executed invoice.

#### G.4.4 LUMP SUM PAYMENT –NOT APPLICABLE

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

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

#### G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

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

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

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because 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 3<sup>rd</sup> day after the required payment date for meat or a meat product.
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

### **G.6.2 Payments to Subcontractors**

G.6.2.1 The Contractor must take one of the following actions within 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

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

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

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

**LaVeta Hilton**  
**Deputy Chief Procurement Officer**  
**Contracts and Acquisitions Division**  
**Office of Fiscal Strategy**  
**District of Columbia Public Schools**  
**1200 First Street, NE**  
**Washington, D.C.**  
**T: 202-442-5112**  
**E: [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov)**

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

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no

adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA is responsible for ensuring the work conforms to the contract's requirements 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:

**Natalia Houston**  
**Manager, Paraprofessional Support and**  
**Medical Education Support (MES)**  
**Division of Specialized Instruction**  
**District of Columbia Public Schools**  
**1200 First Street, N.E 10<sup>th</sup> Floor.**  
**Washington, DC 20002**  
**Telephone: 202 907-7687**  
**E: [natalia.houston@k12.dc.gov](mailto:natalia.houston@k12.dc.gov)**

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

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

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

#### **G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In case of conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

#### **G.11 HOURLY RATE CEILING**

G.11.1 The ceilings for specified hourly rate items are set forth in Sections B.4.1 and B.4.5.

G.11.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Sections B.4.1 and B.4.5.

G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.



G.11.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

G.11.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

G. 11.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.4.1 and B.4.5, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.4.1 and B.4.5, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.

G. 11.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs more than the hourly rate ceilings, whether such costs were incurred during the course of contract performance or because of termination.

G. 11.8 If any hourly rate ceiling specified in Sections B.4.1 or B.4.5 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G. 11.9 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.4.1 and B.4.5 unless the change order specifically increases the hourly rate ceilings.

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2015-4281 Revision 28, dated December 26, 2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

**(3)** Benefits; and

**(4)** Other applicable service credits;

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

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

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

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

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

**(a)** New employees at the commencement of employment;

**(b)** Existing employees; and

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

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

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

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

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

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

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

- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year period, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**

## **H.7 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](http://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](http://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; Page 38 of 65 GAGA-2021-R-0156 Speech Language Pathology Services (RELATED) (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 fulltime 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.8 ADVISORY AND ASSISTANCE SERVICES:**

H.8.1 This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts more than \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after awarding with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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



### **H.9.3 Copies of Subcontracts**

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

### **H.9.4 Subcontracting Plan Compliance Reporting**

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

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

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

### **H.9.5 Annual Meetings**

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

### **H.9.6 Notices**

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

### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other

required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

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

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

## **H.10 FAIR CRIMINAL RECORD SCREENING**

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

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

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

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

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

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

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

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

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

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

## **H.11 DISTRICT RESPONSIBILITIES**

**H.11.1** DCPS will provide a point of contact to liaise between DCPS and the Contractor to ensure successful contract performance per the contract terms and conditions.

**H.11.2** Every three months (quarterly), DCPS will evaluate the contractor's performance and compliance with the contract in accordance with the established performance evaluation form (Attachment J.11)

## **H.12 CONTRACTOR RESPONSIBILITIES**

No additional responsibilities in addition to the ones outlined in various sections of the contract.

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

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

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

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

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

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

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

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

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

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

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

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

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

- H.13.10**The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.13.11**The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.13.12**The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.13.13**The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.14**The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15**The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.13.1 and H.13.2.
- H.13.17**An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.13.18**The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19**If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

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

#### **H.14 HIPAA PRIVACY COMPLIANCE POLICY**

The HIPAA Privacy Compliance shall be incorporated into the contract. The Contractor shall download a copy of the HIPAA Privacy Compliance clause from [www.ocp.in.dc.gov](http://www.ocp.in.dc.gov). The clause can be found under the heading of "Policies/Forms".

#### **H.15 REQUIREMENTS OF PERFORMANCE**

H.15.1 With the exception of a Force Majeure event, the Offeror shall be held responsible for delivering the required natural gas to the specified delivery points. If the Offeror fails to deliver, then it shall be responsible for all tariff penalties, late fees, and WMATA's costs for replacement electricity supply. Force Majeure is defined as:

H.15.2 Force Majeure means any cause beyond the reasonable control of, and without the fault of negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, generally including strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, change in law or applicable regulation subsequent to the date hereof, and action or inaction by federal state or local legislative, executive, administrative or judicial agency or body, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Economic hardship of either party shall not constitute Force Majeure. The inability of the contractor to obtain transportation, to obtain generation contracts or the event of higher actual costs than contracted costs, to the contractor, shall not constitute a Force Majeure.

H.15.3 Except for the obligation of a party to make payments under this agreement, if either party is rendered wholly or partly unable to perform its obligations under this agreement because of Force Majeure as defined above, that party shall be excused from whatever performance is affected by the Force Majeure, to the extent so affected, and shall not be liable in damages or otherwise. Either party rendered wholly or partly unable to perform its obligations by reason of Force Majeure shall exercise due diligence to remove the effects of such Force Majeure with all reasonable dispatch.

H.15.4 The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure Conditions, setting forth the full particulars in connection therewith and shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of cessation of such condition.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

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

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



## **A. Definitions**

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

## **B. Title to Project Deliverables**

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance

with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

#### **F. Indemnification and Limitation of Liability**

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

### **I.6 OTHER CONTRACTORS**

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

### **I.7 SUBCONTRACTS**

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

### **I.8 INSURANCE**

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (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.

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

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

## B. INSURANCE REQUIREMENTS

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

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy, or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning, or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)

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

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

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
  - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
  5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will

be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and more than all liability policies. All liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name, and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. CONTRACTOR'S PROPERTY. Contractors 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 Government of the District of Columbia.
- H. MEASURE OF PAYMENT. The Government of the District of Columbia 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.
- I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO within ten (10) days prior a written notice in case of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days' notice of the change. The contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The contractor is responsible for providing us with 30 days' advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:  
LaVeta Hilton, Contracting Officer  
District of Columbia Public Schools



Office of Fiscal Strategy  
Contracts and Acquisitions Division  
1200 1st Street, NE - 9th Floor.  
Washington, DC 20002  
T: 202-442-5112  
E-Mail: [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov).

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

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

#### **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 bidder who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

The contract awarded because of this IFB 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) IFB, as amended.
- (6) Bid

## **I.11 DISPUTES**

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

### **14. Disputes**

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

### **14. Disputes**

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

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

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

- (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
- (I) Provide a description of the claim or dispute;
  - (II) Refer to the pertinent contract terms;
  - (III) State the factual areas of agreement and disagreement;  
State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;  
If all or any part of the claim is determined to be valid, determine the, amount of monetary settlement, the contract adjustment to be made or other relief to be granted;
  - (IV) Indicate that the written document is the CO's final decision; and  
Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

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

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

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

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

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

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

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

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

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

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

## **I.12 CHANGES**

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

### **15. Changes:**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such a change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in clause 14 Disputes.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.

- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor.
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
  
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

**I.13 NON-DISCRIMINATION CLAUSE**

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 et seq.) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
  
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or

expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
  - (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.14 COST AND PRICING DATA**

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

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**SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision 28, dated December 26, 2023
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85, available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.7	Subcontracting plan (if required by law), available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links, click on “Required Solicitation Documents.”
J.8	First Source Employment Agreement-Non-Construction Only-February 2018.
J.9	Revised First Source Employment Plan-Contracts Between \$300,000 and \$5 Million-February 2018.
J.10	Tax Certificate Affidavit
J.11	Certificate of Clean Hands
J.12	Bidder/Offeror Certificate
J.13	All Business Licenses

Attachment Number	Document
J.14	Certificate of Insurance (COI) per Section I.8 of the Solicitation
J.15	DSI Family Program & Resources Guide: <a href="https://dcpsspecial.ed.wixsite.com/home">https://dcpsspecial.ed.wixsite.com/home</a> .
J.16	Dedicated Aide Guide 2024-2025 (PDF).
J.17	Individual with Disability Act 2004 <a href="http://idea.ed.gov/">http://idea.ed.gov/</a> .
J.18	IMPACT Guide and Link 17. Educational Aides PDF. <a href="https://dcps.dc.gov/publication/2019-2020-impact-guidebooks">https://dcps.dc.gov/publication/2019-2020-impact-guidebooks</a> .
J.19	DCPS School Calendar 2024-2025 <a href="https://dcps.dc.gov/sites/default/files/dc/sites/dcps/publication/attachments/SY24-25-Final-Calendar_EN-011422.pdf">https://dcps.dc.gov/sites/default/files/dc/sites/dcps/publication/attachments/SY24-25-Final-Calendar EN-011422.pdf</a> .

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form

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

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## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD – COMPETITIVE SEALED BID

- L.1.1 The District reserves the right to A) accept/reject any/all bids resulting from this solicitation, B) waive minor informalities and irregularities in proposals received. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such an action is in the best interest of the District.
- L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid price and is the most advantageous to the District.
- L.1.3 Neither financial data submitted with an offer, nor representations concerning facilities or financing will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

### L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 This solicitation will be conducted electronically using the District's/DCPS website. To be considered, a bidder must submit its bid electronically using [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov), before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.
- L.2.2 All attachments shall be submitted as a pdf file. The District will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered. **Please note that each attachment is limited to a maximum size of 25 MB.**
- L.2.2 The District will reject as non-responsive any bid that fails to conform in any material respect to this IFB.
- L.2.3 Bidders shall make no changes to the requirements set forth in the IFB/solicitation.
- L.2.4 The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.5 The bidder shall complete, sign, and submit all required mandatory documents as listed in Section J and other sections of this IFB. Failure to do so may result in a bid rejection.

- L.2.6 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.7 the minimum acceptable requirements standard listed in this solicitation will be used to qualify the bidder's capability to perform the services.

**L.3 FAMILIARIZATION WITH CONDITIONS:**

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

**L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

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

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

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

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids.
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

**L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service

postmark on the wrapper or on the original receipt form the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing. of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

### **L.5.3 Late Submissions**

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

### **L.5.4 Late Modifications**

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

### **L.5.5 Late Bids**

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

## **L.6 HAND DELIVERY OR MAILING OF BIDS – RESERVED.**

## **L.7 ERRORS IN BIDS**

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

## **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions electronically via email to [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov). ***The prospective bidder should submit questions no later than 12:00pm Tuesday July 2, 2024. The District will not consider any questions received after the specified date of Tuesday July 2, 2024, at 12:00pm EST.*** The District will furnish responses via an amendment published on the DCPS website, <https://dcps.dc.gov/page/doing-business-dcps>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.9 BID PROTESTS**

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

## **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

## **L.11 SIGNING OF BIDS**

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

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

**L.12 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year(s) pricing.

**L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.13.1 Name, address, telephone number and federal tax identification number of bidder.
- L.13.2 A copy of each District of Columbia license, registration, or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.14 MINIMUM BID ACCEPTANCE PERIOD**

- L.14.1 "Acceptance period," as used in this provision, means the number of calendar days available to DCPS for awarding a contract from the date specified in this solicitation for receipt of bids.
- L.14.2 This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- L.14.3 DCPS requires a minimum acceptance period of not less than **90 calendar days**.

**L.15 BID OPENING**

- L.15.1 The District shall make publicly available the name of each bidder, and other information that is deemed appropriate.
- L.15.2 Bids must be submitted no later than Wednesday July 10, 2024, at 2:00pm EST as specified in Section A.9.

**L.16 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance per Section I.8 of this solicitation. **Each certificate of insurance must identify the contract or solicitation number.**

**L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

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



L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be not responsible.

**L.18 SPECIAL STANDARDS OF RESPONSIBILITY**

L.18.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District, bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility.

Any one of the financial documents such as:

1. Balance Sheet.
2. Income Statement.
3. Cash Flow Statement.
4. Bank Letter of Creditor, or
5. An audited Financial Statement

**L.19 MINIMUM ACCEPTABLE REQUIREMENT STANDARDS**

Below minimum acceptable requirements standards will be evaluated to determine bidder/offeror capability. The standards below will set whether a bid is acceptable or not acceptable.

1. The acceptability of supply and services being offered.

- a. Have no less than 135 qualified aides and 25 Licensed Practical Nurses and 1 Registered Nurse to support students on the first day of the contract.
- b. 75% of employees will be trained in Safety Care.
- c. 35 % of aides on staff must be male.
- d. Aides should be trained to provide physical promoting, assistance with daily living skills, orientation, and mobility, and applied behavioral analysis (ABA).
- e. Aides must provide crisis prevention intervention (Safety Care) and help to ensure assigned student does not engage in dangerous elopement, major property destruction, and /or serious imminent danger to self-and/or others.
- f. Dedicated and expert nurses must be prepared to provide G-tube feeding, tracheotomy suctioning, treatments with a nebulizer or ventilator, chest physical therapy, urinary catheterization, diabetes blood sugar monitoring and insulin injections, seizure management and management of other medical conditions as deemed appropriate by the IEP team.
- g. Nurses must meet the requisites for providers of school health services as a related service, outlined in IDEA. Nurses will document all medical care each day in relation to

student nursing and/or feeding plans. Documentation will be reviewed weekly by the Registered nurse for compliance.

- h. Ensure that all aides, nurses, and supervisors complete DCPS background check (fingerprinting, drug testing, Sex Offender's Registry) and submit tuberculosis (TB) test results. Contractors must successfully pass the background check and provide negative TB test results.
- i. Provide DCPS with current copies of the college transcript, associate degree, and/or formal assessment scores (Paraprofessional Praxis) of all aides assigned to students with disabilities for which DCPS is the local educational agency (LEA).
- j. Provide DCPS with current copies of aides Safety Care certification.
- k. Registered nurse must respond to legal issues concerning student(s) LPNs are assigned regarding medical support upon request.
- l. Ensure that all aides, nurses, and supervisors comply with mandatory trainings, i.e., Sexual Harassment Training, Mandated Reporter Training, etc., within a provided timeframe.

2. The acceptability of Management personnel plan.

- a. Qualified expert Registered nurse must supervisor Licensed Practical Nurse staff.
- b. Supervisors must be able to report in person within an hour of request.
- c. Four supervisors must be on call daily and be able to provide on-site support to contracted staff and school on request. They must be prepared to interface with DCPS to address any issues or concerns regarding aides and nurses, including an on staff registered nurse to supervise and support medical personnel.
- d. Provide a Registered Nurse (RN) to supervise nurses, review nursing plans, feeding plans where applicable and IEPs in relation to the medical needs of students requiring a dedicated nurse or expert nursing care.
- e. Prior to the support of a student and after review of the student's nursing/doctor's order, the nurse(s), accompanied by the contracted Registered Nurse (RN) and/or the Nursing Supervisor will meet with the student, parent and/or guardian at the local school or Central Office in advance of the student's start in a DCPS location to gain an understanding of the student's medical needs and responds to questions about medical support from families.
- f. Maintain an office and staff within the District of Columbia to provide timely support to aides and nurses working in local schools.
- g. The nurse shall accompany their assigned student on school- based field trips in accordance with their current nursing plan and/or doctor's order. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.
- h. The paraprofessional shall accompany their assigned student on school- based field trips. If the student is attending an overnight trip or field trip outside of the Washington, DC metropolitan area, the local school will provide the student with support.

3. Suppliers Authorization (licensed by appropriate public service commission and/or State Corporation Commission).
- a. DC vendor license required.
  - b. A nurse license is required for LPN.
  - c. A nurse license is required for RN.

## L.22 PRE-PROPOSAL CONFERENCE

L.22.1 A pre-proposal conference will be held at 9:00am EST on June 28, 2024. All interested contractors are invited to attend via Microsoft Teams conference call. Microsoft Teams meeting Join on your computer, mobile app, or room device:

### Microsoft Teams [Need help?](#)

#### [Join the meeting now](#)

Meeting ID: 222 418 313 979

Passcode: 8JNVQM

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#### Dial in by phone

[+1 202-539-1291,79464948#](#) United States, Washington DC

[Find a local number](#)

Phone conference ID: 794 649 48#

#### Join on a video conferencing device

Tenant key: [dcpscvi@m.webex.com](mailto:dcpscvi@m.webex.com)

Video ID: 113 750 832 0

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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**SECTION M: EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

M.1.1 The contract will be awarded to the responsive and responsible offeror with the lowest price whose offer is most advantageous to the District, based upon the acceptability of technical bid and lowest price bid.

M.1.2 Evaluation criteria specified below will be evaluated to determine as either:

- A. Acceptable.
- C. Unacceptable.

M.1.3 There will be no negotiation during either step.

M.1.4 Any proposal which modifies or fails to conform to the essential requirements or specifications of this IFB will be considered unacceptable.

M.1.5 Offerors are advised to submit proposals which are fully and clearly acceptable without additional explanation or information, since DCPS may make a final determination and proceed without requesting or permitting the submission of further information from any offeror.

However, if DCPS considers it necessary to obtain sufficient acceptable proposals to assure adequate price competition with the consideration of District’s best interests, DCPS may request additional information from offerors of proposals in accordance with the 27 DCMR Section 1500

**M.2 TECHNICAL FACTORS AND THEIR RELATIVE IMPORTANCE AND RATING**

**1. Introduction:**

This section outlines the Evaluation Criteria DCPS will consider in evaluating each offeror’s capabilities and proposal submitted in response to this solicitation.

**2. Evaluation Criteria**

Minimum acceptable requirement standards will be used to evaluate bidder/offerors' responsibility and bid responsiveness.

Each offeror’s proposal will be evaluated against these factors. The minimum acceptable

requirement standards will determine if the offeror meets the technical conditions set forth in this IFB with the lowest price that is the most advantageous to the District.

### **M3. TECHNICAL FACTORS**

In this Step One of the IFB DCPS requires the respondent to submit details technical proposals on:

- A. Technical Capabilities.
- B. Management Capabilities, Management Involvement, and Plan.
- C. Personnel Qualification, Capabilities, and availability.
- D. Corporate Qualifications, and Authorization.
- E. Past Performance References/Questionnaire

#### **A. Technical Capabilities**

An Offeror must demonstrate experience in providing Dedicated Aides and Nurses Services like this requirement regarding size, complexity, and value to clients in education arena and others like education arena. The Offeror shall have at least a five-year record of customer satisfaction for delivering similar services as explained in this section.

The Offeror shall provide at least three customer references, including company name and address; contact name; phone number, and email address, value of the contract performed. Please provide information on any

- I. "Terminated Contract," and why it was terminated?
- II. Contract(s) with unsatisfactory performance and what corrective actions were taken.

#### **B. Management Capabilities, Management Involvement, and Plan.**

The Offeror shall provide a contract management plan. The Offeror shall supply the name of an Account Manager who will be responsible for all communications with DCPS and for resolving all issues under this contract. The Account Manager must respond to all DCPS questions no later than **24 business** hours after a question or concern is posed, whether orally or in writing.

The Offeror shall have at least **five years'** experience and the Account Manager at least **three years' experience** in the field of this contract. The Account Manager shall have at least one designated back-up person. Resumes of key personnel shall be submitted with bid and it is anticipated that this team will be assigned to this Contract for the duration. Should it be necessary to replace the designated Account Manager during the Contract, only those individuals that meet the minimum qualifications will be considered and must be approved in advance in writing by the DCPS.

The Contractor must be to work during regular business hours of DCPS school hours.

### **C. Personnel Qualification, Capabilities, and availability.**

#### **1) Dedicated Aide Requirements:**

- Must meet the requisite credentials for highly qualified paraprofessionals outlined in the No Child Left Behind Act of 2002 who have the capacity to provide support for students who qualify for dedicated one on one paraprofessional support as determined by the Individualized Educational Plan (IEP) team.
- Must follow DCPS Security Clearance and successfully pass (fingerprinting, TB Testing drug testing and Sex Offenders Registry)
- Must have either 48 college credit hours or a passing score on the Paraprofessional Praxis.
- Possess a minimum of a High School Diploma (an associate degree or bachelor's degree preferred).
- At least two years of classroom experience, preferably in a public school or urban setting.
- Willingness to take Behavior Technician and Safety Care training.
- At least three years of combined experience as a paraprofessional preferred.
- Experience and knowledge of supporting students in an instructional environment.
- An energetic, flexible, creative, innovative individual who can provide strength-based, student-centered support that support learning for their students of various abilities, including those with various identified exceptionalities.
- Ability to manage students with challenging behavior.
- Ability to excel as a member of a classroom team.
- Ability to work in a multicultural, multilingual environment.
- Ability to collaborate and support through a lens of diversity, equity, justice, and inclusion.
- Strong and effective communication skills (both oral and written).

#### **2) Nurses:**

- License Practical Nurses (LPN) must possess a current and valid license, to be renewed every two years.
- Registered Nurse (RN) must possess a current and valid license, to be renewed every two years.
- Registered and Licensed Practical Nurse licenses must be verified through DC Health.
- Willingness to support students with medical complexities in a classroom environment and as a member of the classroom team.
- Strong and effective communication skills (both oral and written).
- Ability to work in a multicultural, multilingual environment.
- Must follow and successfully pass DCPS Security Clearance (fingerprinting, TB testing and drug testing and SOR).

- Nurses must be able to implement student doctor’s orders, asthma action plans, seizure action plans, anaphylaxis plans, and other relevant medical directives.
- Ability to work in a multicultural, multilingual environment.
- Ability to collaborate and support through a lens of diversity, equity, justice, and inclusion.
- Registered Nurse must be able to supervise License Practical Nurses and provide guidance and supervision when necessary.

**D. Corporate Qualifications, and Authorization.**

Prospective Offeror’s must submit the following information regarding the company qualification, financial strength, and stability. Financial data will be held confidentially. The following is required:

- a. Explanation of any previous filings for bankruptcies, and/or loan defaults.
- b. List of agencies that have debarred prospective Offeror.
- c. List of any regulatory agency action against Offeror.
- d. List of any lawsuits pending or during the past three years with an explanation.
- e. List of contracts terminated due to default on the part of the Offeror with an explanation.
- f. List of contracts/clients with unsatisfactory performance ratings and what corrective actions were taken.
- g. excluding owner’s equity and retained earnings) on its most recent audited financial statement.
- h. Profitable for the previous three years.

**E. Past Performance References/Questionnaire**

The offerors/bidders shall provide three to five references of recent and relevant contracts (between three to five years) for the same or similar items/services including contract numbers, points of contact with telephone numbers, email address. DCPS reserves the right to conduct interviews with references and validate information using creditable sources.

**M.4 Supplier/Provider Authorization**

M.4.1 Bidders must demonstrate that the bidder either holds license, or application has been filed for a license with the District of Columbia Government. The successful Offeror shall immediately provide DCPS with a copy of the appropriate license(s).

**M.5 Mandatory Items to Be Furnished with Bid**

The bidder shall be fully responsible for submitting all documents requested in various sections of this solicitation.

## **M.6 Preferences for Certified Business Enterprises**

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

### **M.6.1. Application of Preferences**

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

- M.6.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.6.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.6.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.6.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.5 A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

### **M.6.2 Maximum Preference Awarded**

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



**M.6.3 Preferences for Certified Joint Ventures**

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

**M.6.4 Verification of Bidder's Certification as a Certified Business Enterprise**

M.6.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.6.4.2 Any bidder seeking certification to receive preferences under this solicitation should contact the:

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

M.6.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**END OF DOCUMENT**