

**Solicitation Number:** GAGA-2017-I-0032

**Caption:** Occupational Therapy, Physical Therapy and Speech Language Pathology Services

**Sub-Contracting Requirement:** 35% Set Aside to CBEs

**Work Site Location:** Various Private, Home and Religious School Environments

**Market Type/NIGP Code:** Open with Subcontracting

**Primary Contact Person:** LaVeta Hilton

**Primary Contact Phone:** (202) 442-5136

**Primary Contact E-Mail:** Laveta.Hilton@dc.gov

**Alternate Contact Person:** Candace Butler

**Alternate Contact Phone:** (202) 724-1501

**Alternate Contact Email:** Candace.Butler@dc.gov

**Fax:** (202) 442-5111

**Solicitation Advertisement Date:** Sunday, June 25, 2017

**Solicitation Issuance Date:** Tuesday, June 27, 2017

**Solicitation Pick Up Location:** 1200 First Street NE, Washington DC, 20002; 9<sup>th</sup> Floor

**Solicitation Fee:** N/A

**Board Number:** N/A



**IFB Opening Date/Time:** Monday, July 10, 2017 at 3:00PM

**IFB Closing Date/Time:** Monday, July 10, 2017 at 3:00PM

**Pre-Bid Conference Date:** N/A

**Pre-Proposal Conference Time:** N/A

**Synopsis:** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI) requires an experienced licensed Contractor with the capacity to provide Occupational, Physical and Speech Therapy services to students attending private, religious or home school educational environments in the District of Columbia.

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Occupational Therapy, Physical Therapy and Speech Language Pathology Equitable Services		Page of Pages 1   53		
2. Contract Number  TBD		3. Solicitation Number  GAGA-2017-I-0032		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  6/28/2017	
7. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE, 9th Floor Washington, DC 20002						8. Address Offer to: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE, 9th Floor Washington, DC 20002	
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>DCPS/OCA Front Desk</u> until <u>3:00 PM</u> local time <u>10-Jul-17</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name LaVeta Hilton		B. Telephone (Area Code) 202 (Number) 442-5136 (Ext)		C. E-mail Address <a href="mailto:LaVeta.Hilton@dc.gov">LaVeta.Hilton@dc.gov</a>	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
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X	H	Special Contract Requirements	24	X	M	Evaluation factors for award	52
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>15</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		___ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 Government of the District of Columbia				 Distict of Columbia Public Schools			

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

**B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI) requires an experienced licensed Contractor with the capacity to provide Occupational, Physical and Speech Therapy services to students attending private, religious or home school educational environments in the District of Columbia. These students are across the District of Columbia that are approved through the DCPS Child Find Program for School Aged Students with a completed Individualized Service Plan (ISP) from the DCPS Centralized IEP team

**B.2** The District contemplates award of a fixed price, requirements contract; the award may be made to multiple Offerors, if necessary.

### **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 COST SCHEDULE**

**B.4.1** The Contractor shall charge an hourly rate for performing school-based occupational therapy, physical therapy and speech-language pathology services which include consultation, direct intervention services, report writing, goal development for ISPs and participating in annual ISP meetings.

**B.4.2** The Contractor shall not be assigned to complete formal assessments or evaluations for private, religious or home school educational environment students.

**B.4.3** The hourly rate shall be inclusive of attendance of ISP meetings, service delivery as prescribed on the ISP and time spend on administrative and clinical matters including report writing/documentation.

**B.4.4** The Contractor shall provide a rate that is inclusive of anticipated travel cost, administrative costs, equipment, materials and supplies.

**B.4.5** The Contractor shall provide the services at the student's a private, religious or home school environment during the school hours and student days for the private, religious or home school educational environment calendar.

**B.4.6** The Contractor shall charge fifty percent (50%) of their hourly rate for any scheduled missed session due to the student's absence. Should the vendor complete any make up sessions, the bill rate is the full rate. This does not include school closures due to holidays, schools breaks or inclement weather.

Please note that respondents to the IFB can bid on either Contract Line Item Number (CLIN) or all CLINs. Please be consistent across all Option Years.

**Base Year – August 1, 2017 to July 31, 2018**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Cost per Session</b>	<b>Estimated Number of Students per Week</b>	<b>Cost Per Week</b>
<b>OCCUPATIONAL THERAPY</b>				
0001	Thirty Minute Therapy Session			
0002	Sixty Minute Session			
0003	Participation in the Annual ISP Meeting			
0004	One hour quarterly training for school staff or teachers			
0005	One hour quarterly training for parents			
<b>PHYSICAL THERAPY</b>				
0006	Thirty Minute Therapy Session			
0007	Sixty Minute Session			
0008	Participation in the Annual ISP Meeting			
0009	One hour quarterly training for school staff or teachers			
0010	One hour quarterly training for parents			
<b>SPEECH-LANGUAGE PATHOLOGY</b>				
0011	Thirty Minute Therapy Session			
0012	Sixty Minute Session			
0013	Participation in the Annual ISP Meeting			
0014	One hour training for school staff or teachers			
0015	One hour quarterly training for parents			

**Option Year One – August 1, 2018 to July 31, 2019**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Cost per Session</b>	<b>Estimated Number of Students per Week</b>	<b>Cost Per Week</b>
<b>OCCUPATIONAL THERAPY</b>				
1001	Thirty Minute Therapy Session			
1002	Sixty Minute Session			
1003	Participation in the Annual ISP Meeting			
1004	One hour quarterly training for school staff or teachers			
1005	One hour quarterly training for parents			
<b>PHYSICAL THERAPY</b>				
1006	Thirty Minute Therapy Session			
1007	Sixty Minute Session			
1008	Participation in the Annual ISP Meeting			
1009	One hour quarterly training for school staff or teachers			
1010	One hour quarterly training for parents			
<b>SPEECH-LANGUAGE PATHOLOGY</b>				
1011	Thirty Minute Therapy Session			
1012	Sixty Minute Session			
1013	Participation in the Annual ISP Meeting			
1014	One hour training for school staff or teachers			

1015	One hour quarterly training for parents		
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**Option Year Two – August 1, 2019 to July 31, 2020**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Cost per Session</b>	<b>Estimated Number of Students per Week</b>	<b>Cost Per Week</b>
<b>OCCUPATIONAL THERAPY</b>				
2001	Thirty Minute Therapy Session			
2002	Sixty Minute Session			
2003	Participation in the Annual ISP Meeting			
2004	One hour quarterly training for school staff or teachers			
2005	One hour quarterly training for parents			
<b>PHYSICAL THERAPY</b>				
2006	Thirty Minute Therapy Session			
2007	Sixty Minute Session			
2008	Participation in the Annual ISP Meeting			
2009	One hour quarterly training for school staff or teachers			
2010	One hour quarterly training for parents			
<b>SPEECH-LANGUAGE PATHOLOGY</b>				
2011	Thirty Minute Therapy Session			
2012	Sixty Minute Session			
2013	Participation in the Annual ISP Meeting			

2014	One hour training for school staff or teachers		
2015	One hour quarterly training for parents		

**Option Year Three – August 1, 2020 to July 31, 2021**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Cost per Session</b>	<b>Estimated Number of Students per Week</b>	<b>Cost Per Week</b>
<b>OCCUPATIONAL THERAPY</b>				
3001	Thirty Minute Therapy Session			
3002	Sixty Minute Session			
3003	Participation in the Annual ISP Meeting			
3004	One hour quarterly training for school staff or teachers			
3005	One hour quarterly training for parents			
<b>PHYSICAL THERAPY</b>				
3006	Thirty Minute Therapy Session			
3007	Sixty Minute Session			
3008	Participation in the Annual ISP Meeting			
3009	One hour quarterly training for school staff or teachers			
3010	One hour quarterly training for parents			
<b>SPEECH-LANGUAGE PATHOLOGY</b>				
3011	Thirty Minute Therapy Session			
3012	Sixty Minute Session			

3013	Participation in the Annual ISP Meeting			
3014	One hour training for school staff or teachers			
3015	One hour quarterly training for parents			

**Option Year Four – August 1, 2021 to July 31, 2022**

<b>CLIN (Contract Line Item Number)</b>	<b>Item Description</b>	<b>Cost per Session</b>	<b>Estimated Number of Students per Week</b>	<b>Cost Per Week</b>
<b>OCCUPATIONAL THERAPY</b>				
4001	Thirty Minute Therapy Session			
4002	Sixty Minute Session			
4003	Participation in the Annual ISP Meeting			
4004	One hour quarterly training for school staff or teachers			
4005	One hour quarterly training for parents			
<b>PHYSICAL THERAPY</b>				
4006	Thirty Minute Therapy Session			
4007	Sixty Minute Session			
4008	Participation in the Annual ISP Meeting			
4009	One hour quarterly training for school staff or teachers			
4010	One hour quarterly training for parents			
<b>SPEECH-LANGUAGE PATHOLOGY</b>				
4011	Thirty Minute Therapy Session			



4012	Sixty Minute Session			
4013	Participation in the Annual ISP Meeting			
4014	One hour training for school staff or teachers			
4015	One hour quarterly training for parents			

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

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

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

- C.1.1 The Contractor shall provide qualified experienced staff in the fields of occupational therapy (OT), physical therapy (PT) and speech-language pathology (SLP). The Contractor may be requested these services year round, as students attend traditional school year, summer school and extended year schools.
- C.1.2 The Contractor shall work directly with the private, religious or home school educational environment student, teacher and/or guardian(s).
- C.1.3 The Contractor shall utilize the student’s educational environment as an intervention context, framing services in a manner that integrates classroom context and curriculum activities, and collaborating with families and educators. DCPS’ private, religious or home school educational environment students require the skills necessary to meet challenging academic content as identified in their Individualized Service Plans (ISP).
- C.1.4 The Contractor’s services shall include the provision information and /or strategies to the parents for supporting students at home; and collaboration with private, religious or home school environment classroom teachers for enhancing the delivery of instruction for students receiving services under this program.

- C.1.5 The Contractor shall provide the equitable services based on DCPS' current ISP service delivery model at the student's private, religious or home school educational environment not a DCPS school.
- C.1.6 The Contractor's services shall be consistent with the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
- C.1.7 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
- C.1.8 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Occupational Therapy Association (AOTA), American Physical Therapy Association (APTA) and American Speech and Hearing Association (ASHA) standards governing delivery of occupational therapy, physical therapy and speech and language pathology services.
- C.1.9 The Contractor shall adhere to DCPS' Program Guidebooks for Occupational Therapy, Physical Therapy and Speech-Language Pathology policies and procedures, which include but are not limited service log, quarterly progress reports and parent correspondence. See the Appendix.
- C.1.10 The Contractor shall identify a clinical lead for this contract.
- C.1.11 The Contractor Clinical Lead shall service as a liaison between the Contractor and DCPS' Contract Administrator on issues of compliance with the contract requirements, clinical issues with the Contractor staff, private, religious or home school environment student cases.
- C.1.12 The Contractor shall submit to DCPS all resumes and specialized training certificates of Contractor's staff and managed staff before they begin providing services to students.
- C.1.13 The Contractor shall ensure that its entire staff shall possess current licenses and certifications required by DCPS, Office of the State Superintendent of Education (OSSE) and the District of Columbia Department of Health (DOH).
- C.1.14 The Contractor shall submit licensures to DCPS Contract Administrator before any staff services students under this contract.
- C.1.15 The Contractor shall ensure each Speech-Language Pathologist holds a Master's degree in Communication Sciences and Disorders/Speech-Language Pathology and holds ASHA Certification of Clinical Competence (CCC) or be eligible for the CCC.
- C.1.16 The Contractor shall provide clinical fellow (CF) supervision of non – CCC staff.
- C.1.17 The Contractor shall ensure all recommended staff undergo a DCPS interview with the DCPS discipline Program Manager. After the interview, the DCPS Contract Administrator will inform the Contractor if the proposed staff is approved or rejected.
- C.1.18 The Contractor shall ensure each of its staff possesses a National Staff Identifier. The Contractor

shall submit the NPI to the DCPS Contract Administrator five (5) days prior to the date the staff is to begin rendering services to the private, religious or home school educational environment students.

C.1.19 The Contractor's staff and management staff shall undergo Testing for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements.

C.1.19.1 Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor.

C.1.19.2 The Contractor shall provide a copy of TB Infection clearance results within the last calendar year to the DCPS Contract Administrator before the staffs/management staff starts servicing students. Testing that occurred one year ago or longer will not be accepted.

C.1.20 After the contract is awarded, the Contractor's Clinical Lead shall complete a one-hour training on DCPS, CIEP team and ISP services. Attendance at the training is mandatory, but not billable to DCPS.

C.1.21 Once the staff background and TB clearance is complete, staff providing services shall complete a three-hour Special Education Data System Training. Attendance at the training is mandatory, but not billable to DCPS.

C.1.22 The Contractor shall deliver the services during the days and hours per the student's private, religious or home school educational environment calendar and schedule.

C.1.23 Currently, there are total of 182 students that have been found eligible for special education services.

C.1.23.1 Of those 182 students, there are 73 students eligible for an Individual Service Plan (ISP).

C.1.23.2 Of the seventy-three (73) ISPs, eighteen (18) students have occupational therapy services on their equitable services plan, nine (9) students have physical therapy services and sixty-seven (67) students have speech therapy.

C.1.23.3 At any time, the number of students eligible for an Individual Service Plan (ISP) may fluctuate throughout the school year.

C.1.24 Each private, religious or home school educational environment setting has an average of one (1) student enrolled at each site.

C.1.24.1 The current educational environments for the private, religious or home school educational environment students include but are not limited to:

1. Aidan Montessori
2. Amazing Life Games
3. American University Daycare

4. Annunciation
5. Arnold & Porter CDC
6. Barbara Chambers Children's Center
7. Bishop JT Walker
8. British School of Washington Catholic School
9. Broadcasters CDC-----NW
10. Calvary Christian Academy
11. CentroNia
12. Chevy Chase Presbyterian Church Nursery School
13. Christian Family Montessori
14. Christian Tabernacle CDC
15. CommuniKids
16. Community Preschool of the Palisades
17. Dupont Park Adventist
18. Emerson Preparatory School
19. FAA/DOT CDC---SW
20. French Maternal School
21. GW University CDC
22. Holy Trinity School
23. Home Schooled
24. Jewish Primary Day School
25. Just Us Kids
26. Kinderhaus
27. Little Folks School
28. Lowell School
29. Mazique
30. National Children's Center----NW
31. National Children's Research Center
32. Nation House Watoto School
33. National Presbyterian School
34. Nobel Learning Communities Esther Peterson CDC @ Department of Labor
35. Our Lady of Victory
36. Palisades Montessori
37. Parkmont School
38. Preparatory School of DC
39. Rosemount Center
40. Sacred Heart
41. St. Alban's ECC
42. St. Anthony's
43. St. Augustine Catholic School
44. St. Columba's Nursery School
45. St. Francis Xavier
46. St. Patrick's Episcopal Day School
47. St. Thomas More
48. St. Timothy's
49. Sunshine Early Learning Center

- 50. The Monroe School
- 51. The Sheridan School
- 52. Thurgood Marshall CDC
- 53. US Coast Guard CDC
- 54. Volta Park Cooperative
- 55. YMCA Anthony Bowen

- C.1.25 The Contractor shall use effective methods and instructional strategies that are based on scientific research and provided proven progress.
- C.1.26 The Contractor shall review on an ongoing basis, the progress of participating children and make revisions to the services.
- C.1.27 For each session (delivered, missed, make-up, direct or consultation), the Contractor shall keep detailed therapy log using the DCPS Equitable Services Log Form.
- C.1.28 The Contractor shall monitor student progress with the equitable services by providing written feedback to the parent on a quarterly basis.
- C.1.29 The Contractor shall ensure that each student receives the required services as outlined on the ISP each month.
- C.1.29.1 The Contractor shall make up any sessions that were missed to staff availability or student unavailability.
- C.1.29.2 When a session is missed due to the staff or student's availability, the Contractor shall complete a DCPS Make-Up Plan Form within seven (7) days of the missed session.
- C.1.29.3 The Contractor shall complete the DCPS Make-Up Plan Form in its entirety.
- C.1.29.4 The Contractor shall upload the original DCPS Make-Up Plan Form into SEDS using a miscellaneous cover sheet. The cover sheet shall be renamed entitled "Month Year, Discipline, Make-Up Plan" (i.e. March 2017 Speech-Language Pathology Make-Up Plan".
- C.1.29.5 The Contractor shall provide a copy of the DCPS Make-Up Plan form with the Contractor's monthly invoice. The Contractor shall complete the DCPS Make-Up form correctly and it's in entirety to ensure payment of the make-up sessions.
- C.1.29.6 The Contractor shall make up all missed sessions no later than June 13, 2018.
- C.1.29.7 The Contractor shall be penalized by the hourly rate outlined in section 4.6 for each session not made up by 45 days prior to the end of each contract year (Base Year – June 13, 2018).

C.1.30 The Contractor shall participate in the annual ISP meeting (one hour in length) for the students on their caseload via phone or in person at DCPS central office during the school day between 8 am to 4pm.

C.1.30.1 Via email, DCPS will inform the Contractor of the ISP meeting in advance; twenty (20) calendar days prior to the meeting.

C.1.30.2 The Contractor shall draft the student’s Present Level of Performance and ISP goals in advance of the scheduled ISP meeting; twelve (12) calendar days prior to ISP meeting. The Contractor shall provide this information via email to the DCPS case manager.

C.1.31 DCPS’ centralized IEP team (CIEP) staff may reach out to the Contractor to obtain additional information on a student receiving ISP services.

C.1.31.1 The Contractor shall collaborate with the DCPS CIEP team staff and members as needed (i.e. Preparation for re-assessment, HOD meeting /hearing).

**C.2 APPLICABLE DOCUMENTS**

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

Item No.	Document Type	Title	Date
001	Policies and Procedures	DCPS Program Guidebooks for Occupational Therapy, Physical Therapy and Speech-Language Pathology	

**C.3 DEFINITIONS**

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

C.3.1 These terms when used in this solicitation have the following meanings:

C.3.2 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

C.3.3 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.3.4 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).

- C.3.5 “Health Insurance Portability and Accountability Act” (HIPPA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.
- C.3.6 “Individuals with Disabilities Education Act” (IDEA) – The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.  
Under IDEA 2004:
- Special education and related services should be designed to meet the unique learning needs of eligible children with disabilities, preschool through age 21.
  - Students with disabilities should be prepared for further education, employment and independent living.
- C.3.7 “Individualized Education Plan” (IEP) – In the United States an Individualized Education Plan, commonly referred to as an IEP, is mandated by the ‘Individuals with Disabilities Education Act’ (IDEA). An IEP is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. The IEP must be tailored to the individual student’s needs as identified by the IEP evaluation process, and must especially help teachers and related service staff (such as paraprofessional educators) understand the student’s disability and how the disability affects the learning process.
- The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service staff will do to help the student learn more effectively; simultaneously considering ability to access the general curriculum, considering how the disability affects the student’s learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment possible for the students.
- C.3.8 “ISP” (Individual Service Plan) – is a written statement that specifies for a parentally placed a private, religious or home school educational environment child with a disability the equitable services for which the child qualifies, including the location of the equitable services. DCPS will provide "equitable services" for parentally placed private school children with disabilities eligible for special education by DCPS and that have accepted the ISP. Private, religious or home school educational environments include primary and secondary schools and daycare centers.
- C.3.9 “Local Education Agency” (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.
- C.3.10 “National Staff Identifier” - As a result of the Affordable Care Act, the Center for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all staff of medical services to obtain a National Staff Identifier. The ID acts as a unique staff identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct

Medicaid claiming, all staffs rendering services on behalf of the District of Columbia Public Schools must have or obtain an ID.

- C.3.11 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.
- C.3.12 “Parent” – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- C.3.13 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program
- C.3.14 “State Education Agency” (SEA) – the State Education Agency is OSSE, unless otherwise designated.
- C.3.15 “Students with Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The students’ ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.
- C.3.16 “Special Education Data System (SEDS)” - The Special Education Data System (SEDS) is a comprehensive data system designed to support high quality, seamless service delivery for children with disabilities

#### **C.4 BACKGROUND**

- C.4.1 The District of Columbia Public Schools (DCPS), as the Local Education Agency (LEA), is responsible for locating, identifying, and evaluating all parentally placed children ages 3 years old through 21 years old who are educated in a private, religious or home school educational environment and have a disability or are suspected of having a disability (“the DCPS Child Find Program for School Aged Students”).
- C.4.2 Children will be evaluated and, if deemed necessary, assessed to determine whether they are eligible for special education services. If eligible, they will offered special education services (instruction and related services) and given the right to accept or deny those services.
- C.4.3 Parents residing in the DC have the choice to accept the special education services through an Individual Education Program (IEP) or reject the IEP and accept an Individual Service Plan (ISP). If the IEP is accepted, the parent is issued a placement in a DCPS school as an attending student. If the ISP is accepted, the student is issued an ISP with eligible related services



(equitable services) only that may include Speech-Language Pathology (SLP), Occupational Therapy (OT) and Physical Therapy (PT). Non DC resident students attending a private, religious or home school educational environment in the District are **only** eligible to receive an ISP.

C.4.4 In previous years, students eligible for equitable services would report to a DCPS school site to receive the equitable related services. As of School Year (SY) 2016-2017, ISP Equitable Services were no longer provided at DCPS school sites but at the student's private, religious or home school educational environment.

## **C.5 REQUIREMENTS**

C.5.1 The Contractor shall provide direct intervention and consultation services to the identified students, their teachers and parents on an as needed basis.

C.5.2 Physical Therapy Assistants, Occupational Therapy Assistants and Speech-Language Pathology Assistants are not eligible under this contract.

C.5.3 The Contractor shall meet the following requirements:

- a) Minimum of five (5) years as a business providing occupational therapy, physical therapy and speech therapy in educational settings for students ages three (3) to twenty-one (21);
- b) Previous experience and contractual agreements in urban school districts (not suburban or metropolitan areas);
- c) Provide three (3) letters of reference from the contract administrator from previous contracts with a similar staffing size to the Contractors proposed staffing size for this effort. One letter shall be from an urban school district.

C.5.4 The Contractor shall provide private, religious or home school educational environment equitable services per DCPS' current ISP service delivery model starting the month of September and ending May, of every contract year.

C.5.5 The Contractor shall complete any required make up ISP services no later than 45 days prior to the end of the Contract, annually (Base Year – e.g. June 13, 2018).

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

[RESERVED]

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

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

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year, from August 1, 2017 through July 31, 2018.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

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

F.2.3 The price for the option period(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>Deliverable</b>	<b>Frequency</b>	<b>Format/Method of Delivery</b>
Participate in bi-weekly meetings with DCPS Contract Administrator to discuss updates	Biweekly	Phone or face to face meeting

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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section 4.6 of the scope of work, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The Contractor shall submit proper invoices on a monthly basis by the tenth.
- G.2.3 Invoices shall be prepared and submitted to the agency Chief Financial Officer (CFO) with duplicate copies to the Contract Administrator (CA). The Contractor shall submit the invoice via mail or email using the information below:

DCPS Office of the Chief Financial Officer  
 1200 First Street, N.E. 11th floor  
 Washington, D.C. 20002  
 Attn: Special Education Payment Unit

**Email to:**  
[dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov)

G.2.4 To constitute a proper invoice, the Contractor shall submit the monthly invoice with the following contents:

1. Invoice Cover on Contractor letterhead with the Contractor's name, Federal Tax ID, DUNS number and invoice date (see sample);
2. Contract number and purchase number order number;
3. Description, price, quantity and the date that the supplies/services were actually delivered and/or performed. Contractor shall only invoice for completed services accepted by the CA;
4. Other supporting documentation or information shall include:
5. Contractor Invoice ISP Service Tracking Form (see sample) with the each student name, ID#, date of service, length of session, unit rate, total cost;
6. DCPS Equitable Service Verification Forms for each session and student; and
7. Make Up plans for the invoiced month
8. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
9. Name, title, mailing address and phone number of the person preparing the invoice;
10. Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and
11. Authorized signature.

G.2.5 The Contractor shall follow invoicing instructions outlined above. The Contractor shall be paid after invoices have been properly submitted, reviewed and approved by DCPS.

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

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

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

G.4.2. Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

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

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

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

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

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

- a) the 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:

Glorious Bazemore, Chief Contracting Officer  
District of Columbia Public Schools  
Office of the Chief Operating Officer/Office of Contracts and Acquisitions  
1200 First Street, NE  
9<sup>th</sup> Floor  
Washington DC 20002  
(202) 442-5112  
[Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov)

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

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2015-4281, Rev. No. 6 dated May 8, 2017, 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 timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 ADVISORY AND ASSISTANCE SERVICES**

- H.6.1 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.7 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.7.1 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.7.2 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.7.3 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

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

H.7.4 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

- H.7.5 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
  - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.7.3(C);
  - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.
- H.7.6 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.7.7 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.7.8 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.7.9 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.7.10 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.7.11 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.7.12 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.7.13 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.7.14 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.X.1 and H.X.2.

H.7.15 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.

H.7.16 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.7.17 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.7.18 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** 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, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a 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.9.1 Subcontracting Requirements**

- H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.
- H.9.1.2** 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 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.3** 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, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.



**H.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.5** 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 award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

**H.9.3 Copies of Subcontracts**

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

**H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** 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:

- H.11.1.1 Provide DC Government email address for each Contractor staff servicing students
- H.11.1.2 Complete fingerprinting and drug testing free of charge to Contractor
- H.11.1.3. Provide Special Education Data System (SEDS) training to Contractor staff
- H.11.1.4. Provide access to SEDS student documents

## **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 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 in the course of Contractor’s business.

**D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without

alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION**. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.



## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.10 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**

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.

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

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.12 COST AND PRICING DATA**

Delete 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.

## **I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the CO's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	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"
<b>J.2</b>	U.S. Department of Labor Wage Determination
<b>J.3</b>	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"
<b>J.4</b>	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"
<b>J.5</b>	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"
<b>J.6</b>	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"
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
<b>J.8</b>	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"
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
<b>J.10</b>	SY 16-17 Occupational & Physical Therapy Program Guidebook
<b>J.11</b>	SY 16-17 Speech-Language Pathology Program Guidebook

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

### **K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.1.1** Definitions. As used in this provision:

**K.1.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.1.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.1.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.1.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.1.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.1.1.6 Individual:** means a bidder/contractor that has no more than one employee including the bidder/contractor.

**K.1.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.1.2(1) of this clause;

(4) Notify such employees in writing in the statement required by section K.1.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.1.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section K.1.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Take appropriate personnel action against such employee, up to and including termination; or
- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.1.2(1) through K.1.1(6) of this clause.

**K.1.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.1.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.1.2 or K.1.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## **K.2. Bidder/Offeror Certification Form**

The bidder/offer certification form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents"

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

### **L.1 METHOD OF AWARD**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District may award multiple contracts resulting from this solicitation to the responsive and responsible bidders starting with the lowest bid.

### **L.2 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than Thursday, July 6, 2017 at 2 p.m. as specified in Section A.9.

### **L.3 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.4 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.4.1** 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.4.2 Postmarks**

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



L.4.3 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.4.4 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.4.5 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.5 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.6 ERRORS IN BIDS

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

L.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than (insert #) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (insert #) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if 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.10 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next

closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.11 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. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.12 SIGNING OF BIDS**

L.12.1 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.12.2 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.13 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 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 BID OPENING**

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

**L.15 CERTIFICATES OF INSURANCE**

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

**L.16 GENERAL STANDARDS OF RESPONSIBILITY**

**L.16.1** 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.16.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **SECTION M: EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

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

#### **M.1.1. Application of Preferences**

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

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

#### **M.1.2 Maximum Preference Awarded**

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

**M.1.3 Preferences for Certified Joint Ventures**

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

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

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

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

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

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

**M.2 EVALUATION OF OPTION YEARS**

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