



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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Office of School Improvement and Supports (OSIS) (District) is seeking a contractor (an External Evaluator/Technical Services Provider) to support DCPS in the successful implementation and evaluation of the Rigorous Instruction Supports Equity (RISE) a Teacher and School Leader (TSL) Incentive Program grant that uses educator effectiveness performance results to inform key school- and district-level human capital management decisions and performance based compensation systems with a focus on schools that are impacted by significant equity issues, low performance, and substantial opportunity gaps among student subgroups

Contractor shall provide a programmatic evaluation based on federally required GPRA Measures, and a technical assistance to execute the grant and maintain compliance with federal guidelines and regulations.

Using the TSL grant funds, the DCPS Office of School Improvement and Supports (OSIS) will serve 43 DCPS schools - all of which will:

- a. meet the TSL definition of high risk
- b. have a free-and-reduced lunch rate of 100%,
- c. are impacted by significant equity issues, and
- d. have low performance and substantial achievement gap issues among student subgroups.

RISE will launch and maintain two tiers of support: Comprehensive Human Capital Management System and Educator Quality Supports. RISE Tiers of Support will provide diverse services designed to strengthen Human Capital Management Systems, increase educator effectiveness, and improve equity in learning for more than 15,000 high-need students enrolled in 43 DCPS high-need schools.

B.2 The District contemplates award of *Firm fixed price contract type in accordance with 27 DCMR Chapter 24.*

B.3 PRICE SCHEDULE FIRM FIXED PRICE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Implementation/ Evaluation and Technical Assistance	\$ _____
Grand Total for B.1		\$ _____

B.3.2 OPTION YEAR ONE

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Implementation/ Evaluation and Technical Assistance	\$ _____
Grand Total for B.1		\$ _____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Implementation/ Evaluation and Technical Assistance	\$ _____
Grand Total for B.1		\$ _____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Implementation/ Evaluation and Technical Assistance	\$ _____
Grand Total for B.1		\$ _____

B.4 DESIGNATION OF SOLICITATION FOR THE SM

B.5 For contracts in excess of \$250,000 annually, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9. A Subcontracting Plan form is available at www.dem.ncsu.edu/procurement/forms

SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) Notwithstanding section H.9 SUBCONTRACTING REQUIREMENTS, for all contracts in excess of \$250,000 entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume of the contract shall be subcontracted to SBEs.

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The District of Columbia Office of Contracting and Procurement, on behalf of Office of School Improvement and Supports (OSIS) (District) is seeking a contractor (an External Evaluator/Technical Services Provider) to support DCPS in the successful implementation and evaluation of the RISE: Rigorous Instruction Supports Equity, a Teacher and School Leader Incentive Program grant that uses educator effectiveness performance results to inform key school- and district-level human capital management decisions and performance based compensation systems with a focus on schools that are impacted by significant equity issues, low performance, and substantial opportunity gaps among student subgroups

Contractor shall provide a programmatic evaluation based on federally required Government Performance and Results Act (GPRA) Measures, and a technical assistance to execute the grant and maintain compliance with federal guidelines and regulations.

Using the TSL grant funds, the DCPS Office of School Improvement and Supports (OSIS) will serve 43 DCPS schools - all of which will:

- a) meet the TSL definition of high-risk
- b)

C.4 BACKGROUND

The *RISE: Rigorous Instruction Supports Equity, a Teacher and School Leader Incentive Program* grant is a grant across three years and the potential for two additional years of funding after the initial three years. The purpose of the Teacher and School Leader (TSL) Incentive Program is to support entities in implementing, improving, or expanding their overall Human Capital Management System (HCMS), which must include a Performance-Based Compensation System (PBCS). The TSL programs primarily serve educators in high-need schools who raise student academic achievement and close the opportunity gap.

C.5 REQUIREMENTS**C.5.1** Contractor shall conduct a quarterly review of DCPS

TSL project narrative, timeline, and logic model to ensure alignment of evaluation to key project benchmarks and scope.

C.5.2 Contractor shall manage the annual development, revision, and finalization of a research-based evaluation model.**C.5.3** Contractor shall manage the annual develop

- C.5.10** Contractor shall complete the required Final Performance Report, typically due to United States Department of Education 90 days after the end of the final grant budget/project period.
- C.5.11** Contractor shall meet with grant personnel and/or district leaders to discuss evaluation results, outcomes, and provide feedback regarding the effectiveness of implementation strategies to promote continuous improvement of project.
- C.5.12** Contractor shall work with grant personnel to analyze and institutionalize effective components of successful grant programming.
- C.5.13** Contractor shall assist in the planning of TSL project elements, project modifications, and project services to ensure compliance with scope of funded grant, achievement of the project goal, and objectives and compliance with federal grant programming priorities/mandates.
- C.5.14** Contractor shall assist in the development and annual revision/update of required logic model per funding agency specifications and format.
- C.5.15** Contractor shall assist in the development and quarterly revision of required work plan per funding agency specifications and format.
- C.5.16** Contractor shall assist in the planning and budgeting of grant resources and non-federal match resources to ensure compliance with the scope of the funded grant, achievement of the project goal and objectives, meet communication/approval expectations of assigned Federal Program Officer monitoring DCPS TSL project, and compliance with federal expenditure guidelines.
- C.5.17** Contractor shall meet with project staff/district leaders/grant stakeholders, observe implementation progress, assess alignment of project activities to funded scope of project, and offer suggestions for programming modifications/improvements to facilitate continuous project improvement and efficient use of grant resources.
- C.5.18** Contractor shall provide feedback and insight into the scope and sequence of the TSL grant program, monitor project implementation in relation to regulatory framework and mandates

C.5.22 Prior experience with TSL grant technical assistance is required.

C.5.23 Must be an approved DC Government vendor or must be able to successfully complete the vendor application and approval process.

C.5.24 Must submit and adhere to DCPS data confidentiality agreement.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

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 (1) base year and four (4) one ó year Option Years from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of one (1) base year, and four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

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CLIN

Deliverable

GAGA-2021-R-0050

invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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(name and address of assignee).ö

G.6 THE QUICK PAYMENT ACT

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.*, as amended, 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 at least 1.5% 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 the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract.

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product.

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 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 the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of 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 at least 1.5% 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 the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product.

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract requirements.** 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 §

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 EQPVTCEV'CFORPUVTCVQT'EC+

I Q B The CA k u t g u r q p u k d r g h t i g p g t c n c f o k p k u t c v q p q h v j g e q p t c e v c p f c f x k u p i v j g E Q c u v j g E q p t c e v q t a e q o r k c p e g q t p q p e q o r k c p e g y k j v j g e q p t c e v. 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

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.

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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 O c{qtøu Qtf gt 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 F kntlevqhEqmwo dlc kp gcej r tqlgevø rdqt hqteg:

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 Eqptcevqtø hktuvqwtæg qhtgthttcnhqt s wctkfg cr r entices and trainees in the implementation of employment goals contained in this clause.

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The Contractor shall be bound by the Y ci g F gvgto kpcvkqp P q. .: 2015- 4281, Revision No.: 16, Date of Revision: 01/04/2021 kuwgf d{ vj g W.U. F gr ctvo gpvqhNcdqt kp ceeqtf cpeg y kj vj g Ugtxleg EqptcevCev, 41 W.U.E. § 351 *et seq.*, cpf kpeqtr qtcvgf j gtgkp cu Ugevkkp L2. Vj g Eqptcevqt uj cmdg dqwpf d{ vj g y ci g tcvgu hqt vj g vgtø qh vj g eqptcevuvdlgevq t g xkukqp cu ucvgf j gtgkp cpf kp ceeqtf cpeg y kj **en wug'46'qhvj g'UER**. Kicp qr vkqp ku gzgtekgf , vj g Eqptcevqt uj cmdg dqwpf d{ vj g cr r rkecdrg y ci g tcvgu cvvj g vko g qh vj g gzgtekg qh vj g qr vkqp. Kivj g qr vkqp ku gzgtekgf cpf vj g EQ qdvkpu c t g xkugf y ci g f gvgto kpcvkqp, vj g t g xkugf y ci g f gvgto kpcvkqp ku cr r rkecdrg hqt vj g qr vkqp r g tkqf u cpf vj g Eqptcevqt o c{ dg gpvkrgf vq cp gs vkcdrg cf lwuo gpv.

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 employee is based on the need 92 reW*nBT/F1 12 Tf1 0 0 1 93.624 661.42 Tm0.2 g0.2 G[()]TJETQq0.00000912 0 612 792 reW*n

- 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.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall in

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an

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 (öUERö) are incorporated as part of the contract. To obtain a copy of the SCP go to j wr ://qer .f.e.i qx, wpf gt S wlemNkpmu erlemqp öTgs wktgf Uqrlekckvkqp F qewo gpwö.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

1. öProductsö - 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 intellere; h) modifications, customizations.3t6 2

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

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I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. Cmkpwtcpeg uj cmdg y tkwgp y kj hpcpekcm{ tgur qpukdrgeqo r cplgu cwj qtk gf vq f q dwukpguu kp vj g F kvtlevqhEqnwo dlc qt kp vj g lwtkuf levkqp y j gtg vj g y qtmku vq dg r gthqto gf cpf j ave an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Offi

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. 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.
- J. ECTTKGT TCVR I U. CmEqptcevqtu cpf ku uwdeqptcevqtu kpuwtcepg tgs vktgf kp connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

(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 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) The contractor's name and address, the name and address of the contractor's representative, the date the claim was filed, and the date the claim was filed; and
- (iv) The contractor's name and address, the name and address of the contractor's representative, the date the claim was filed, and the date the claim was filed.

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

I.12 CHANGES

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

15. Changes:

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , wpf gt S wlemNkpmu erlemqp õT gs vkt gf Uqrlkckvkqp F qewo gpwö
J.2	U.S. Department of Labor Wage Determination.: 2015- 4281, Revision No.: 16, Date of Revision: 01/04/2021
J.3	Equal Employment Opportunity Employer Kphqto cvkqp Tgr qtvcpf O c{qtäu Order 85-85

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

NOTE O qu' Cf xcpwi gqwu'tq'vj g'F kwt lev

Vj g F kwt lev kpgpf u vq cy ctf ukpi ng

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N06 DGV'CPF 'HPCN'QHHTU

Ka uwdugs wgpvq tgegkxkpi qtki kpcnr tqr qucnu, pgi qvkvkpu ctg eqpf wevgf wpf gt 27 FEOT § 1632.1(e), cmqhhgtqtu y kj lp vj g eqo r gvkkxg tcpi g y kndg uq pqvkhgf cpf y kndg r tqxkf gf cp qr r qtwpkv{ vq uwdv kv y tkwgp dguvcpf hpcnqhhtu evc f guki pcvgf f evg cpf vko g. Dguvcpf hpcn qhhtu y kndg uwdlgevq vj g Ncvg Uwdv kuukpu, Ncvg O qf khkvkpu cpf Ncvg Y kj ftey cnu qh Rtqr qucnu r tqxkukpu qh vj g uqrlekvkqp. Chgt gxcmvkvqp qhdguvcpf hpcnqhhtu, vj g EQ o c{ cy ctf vj g eqpvtcevq vj g j k j guv-tcpngf qhgtqt qt pgi qvkv y kj vj g j k j guv-tcpngf qhgtqt kp ceeqtf cpeg y kj 27 FEOT § 1634.

N07 NGI CN'UVCVWU'QH'QHHTQT

Gcej r tqr qucno wuvr tqxkf g vj g hqmvy kpi kphqto cvkqp:/KSUR 'a' 'a' FaB

N070 P co g, cff tguu, vgr j qpg pwo dgt cpf hgf gtcncz kf gpvkhkvkqp pwo dgt qh qhgtqtu

N070 C eqr { qhgej FkvtlevqhEqnwo dlk nlegpug, tgi kvtkvqp, qt egtvkhkvkqp vj cvvj g qhgtqt ku tgsvktgf d{ rny vq qdvkqp. Ka vj g qhgtqt ku c eqtr qtkvkvqp qt r ctvpgtuj kr cpf f qgu pqvr tqxkf g c eqr { qhkvkft

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UGEVIQP 'O ' /'GXCNWCVIQP 'HCEVQTU

O 03 GXCNWCVIQP 'HQT 'CY CTF

Vj g eqptcevy kndg cy ctf gf vj g tgr qpukdng qhgtqt y j qug qhgt ku o quvcf xcpvc i gqwu vj g F kvtlev, dcugf wr qp vj g gxcnwcviqp etkgtk ur gekkf dgrjy . Vj wu, y j kg vj g r qpw kp vj g gxcnwcviqp etkgtk kpf kcvj vj gk tgrvkg ko r qtvcpeg, vj g vqcnueqtgu y kmpqvpgguuctkf dg f gvgto kpcvkg qh vj g cy ctf . Tcvj gt, vj g vqcnueqtgu y kmi wkf g vj g F kvtlevkp o cnkpi cp kvgnki gpvcy ctf f gekkqp dcugf wr qp vj g gxcnwcviqp etkgtk.

O 04 VGEJ PÆCNT'CVKPI "

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not

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- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

M.5.4 Xgt Hec vlp'qh'Qhgt q' Egt vlp'cu'e' Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be cequiv1 70057004C0049404C0

date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.