

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND
PRICEA 0 0 1 191.18 699.22 Tm0.000ATfG**

GAGA-2021-R-

B.3.2 Option Year One October 1, 2021 to September 30, 2022

CLINs	Item Description	QTY	UOM	Unit Price	Total Price
1001	Human capital management system (HCMS) training and follow-up support services (C.5.2, 7)	1	EA	\$	\$
1002	Educator Quality Support training and follow-up support services (C.5.6, 7)	1	EA	\$	\$
1003	RISE Website Maintenance (C.5.23)	12	MO	\$	\$
Grand Total					\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

Contractor shall provide a stakeholder survey, auditing, follow-up implementation support services, training services, and website design and launch support for the human capital management system and Educator Quality Support System. "TKGØ"

Using the TSL grant funds, OSIS and the Contractor will serve 42 DCPS schools, all of which:

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

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
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- C.5.3** Contractor shall make recommendations where opportunities exist to streamline efforts and present a more comprehensive HCMS approach in areas such as program delivery, staffing, reporting structures, progress monitoring, and communications.
- C.5.4** Contractor shall analyze current educator development programs to identify strengths, weaknesses, and overlap across programs.
- C.5.5** Contractor shall interview relevant central office and school-based staff.
- C.5.6** Contractor shall recommend where opportunities exist to streamline efforts and present a more comprehensive educator development approach in areas such as program delivery, staffing, reporting structures, progress monitoring, and communications.
- C.5.7** Contractor shall provide coaching and support to implement improvements aligned to audit findings.
- C.5.8** Contractor shall facilitate a virtual retreat for leaders to share their planned work with each

- C.5.19** Contractor shall deliver a communications plan that builds momentum for the new and consolidated programs and includes specific strategies meant to target educators, policy makers, partners, and other key stakeholders.
- C.5.20** Contractor shall build a new website that provides information and as needed, where interested educators can begin initial steps to apply for opportunities.
- C.5.21** Contractor shall conduct multiple rounds of user research across various stakeholder groups, including for initial considerations, and at the wireframe and high-fidelity prototype stages to ensure the website meets user expectations.
- C.5.22** Contractor shall liaise with DCPS stakeholders to ensure that website meets technical specifications and can integrate into main DCPS framework.
- C.5.23** Contractor shall update website for ongoing maintenance and provide user support for any crashes or outages.

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 five (5) Inspection of Supplies AND clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

0005	Stakeholder Survey Results	1	Report	9/30/2021
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F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** Vj g'F kwtlevy kni'o cng'r c{o gpw'vq'vj g'Eqpvtcevqt.'wr qp'vj g'uwo kukqp'qh'r tqr gt'kpxqlegu."cv' yj g'r tlegu'wkr wrcv'f'lp'vj ku'eqpvtcev.'hqt'uw r rkgu'f grkxgtgf 'cpf 'ceegr vgf 'qt'ugtxlegu'r gthqto gf " cpf 'ceegr vgf . 'hguu'cp{ 'f kueqwpw.'cmqy cpegu'qt'cf lwuo gpw'r tqxkf gf 'hqt'lp'vj ku'eqpvtcev0
- G.1.2** Vj g'F kwtlevy kni'r c{ 'vj g'Eqpvtcevqt'qp'qt'dghqtg'vj g'52^y 'f c{ 'chgt'tgegkxkpi 'c'r tqr gt'kpxqleg" htqo 'vj g'Eqpvtcevqt0

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after ugrgevkpi 'vj g'cr r rkecdrg'r wtej cug'qtf gt'pwo dgt'y j lej 'ku'rkugf "qp'vj g'Eqpvtcevqt'w'r tqhkg0

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** Hqt'eqpvtcevu'uwldge'v'q'vj g'73' 'F kwtlev'T gukf gpw'P gy 'J kgu'Tgs wktgo gpw'cpf 'Hktuv'Uqwteg' Go r m{ o gpv'Ci tgggo gpv'tgs wktgo gpw.'hpcn'tgs wguv'hqt'r c{ o gpv'o wuv'dg'cee'qo r cplkf 'd{ 'vj g' tgr qt'v'qt'c'y clxgt'qh'eqo r rkcpeg'f kuewugf 'lp'ugevkqp'J 07070
- G.3.2** Vj g'F kwtlev'vj cni'pqv'o cng'hpcn'r c{o gpv'vq'vj g'Eqpvtcevqt'w'p'v'vj g'ci gpe{ 'EHQ'j cu'tgegkxgf " yj g'E Qw' hpcn'f gvgto kpcvkqp'qt'cr r tqxch'qh'y clxgt'qh'vj g'Eqpvtcevqt'w'eqo r rkcpeg'y kj '73' " F kwtlev'T gukf gpw'P gy 'J kgu'Tgs wktgo gpw'cpf 'Hktuv'Uqwteg'Go r m{ o gpv'Ci tgggo gpv' tgs wktgo gpw0

G.4 PAYMENT

Unless otherwise specified payment will be made on a monthly basis in accordance with Ugevkqp'D'Rt'le'kpi '+cpf 'wr qp'vj g'F kwtlev'u'ceegr v'peg'qh'f grkxgtcdrg'kf gpw'w'kgf 'lp'Ugevkqp F (Deliverables).

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.

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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.

(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:

(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 General Services (DOGS) to ensure that the Contractor complies with the requirements of the First Source Act.

- (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 terms and conditions of the First Source Employment Agreement 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 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- 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 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 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, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.
- H.9.1.5** 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.

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 are incorporated as part of the contract. To obtain a copy of the SCP go to [www.dco.dc.gov](#) under the "Contracts" section. For more information, contact the Contract Management Office at (202) 725-3000.

I.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 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.

r tqxkukqp"qh'vj ku'eqpvtcev0"P qy kj ucpf kpi "cp{ "uwej "uwdeqpvcev'cr r tqxgf "d{ 'vj g'F kvtlev.'vj g"
Eqpvtcevqt'uj cm'tgo clp'hkcdng"vq"vj g'F kvtlev'hqt"cm'Eqpvtcevqt)u'y qtm'cpf "ugt xlegu'tgs wkt gf "
j gtgwpf gt0

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. Cmlkpuwtcpeg'uj cm'dg'y tkwgp'y kj 'hpcpekcm{ " tgur qpukdr'eqo r cplgu'cwj qtk gf "v'f q'dwukpguu'lp"vj g'F kvtlev'qh'Eqnwo dlc"qt'lp'vj g" lwtkuf levkqp'y j gtg'vj g'y qtm'ku"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 and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractvt"cpf "ku'uwdeqpvcevqtu"*gzegr v'hqt'y qtngtu0'eqo r gpucv'kqp"

obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office

- D. 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 for the contractor's negligence.
- E. EQUIPMENT. The Contractor shall be responsible for the 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.
- F. 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.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of W612 792 re W* nQq0.y Qq4110.00000912 0 612 792 re W*n

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.

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

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Rwtuwcpv'vq'O c {qtø'Qtf gt': 7-: 7. *8 B21: 7+.'O c {qtø'Order 2002-397'*32 45 124+.'O c {qtø'Qtf gt' 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
 - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union of this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
wpf gt 'S wleniNkpm"erlen'qp"ōT gs wkt gf "Uqnekcvkp'F qewo gpvü

L.14 BEST AND FINAL OFFERS

Ki "uwdugs wgpv"q"tgegkxkpi "qtki kpcnr tqr qucnu."pgi qvcvkqpu"ctg"eqpf wevgf "wvf gt"49"FEOT"§ 3854B*+."cniqlhgtqtu"y kj kp"vj g"eqo r gvkxg"tcpi g'y km'dg"uq"pqvklgf "cpf "y km'dg"r tqxkf gf "cp" qr r qtwpk\ "v"uwo k'y tkwgp"dguv"cpf "hpcn'qlhgtu"cv'c" f guki pcvgf "f cvg"cpf "vko g0Dguv"cpf "hpcn' qlhgtu"y km'dg"uwlgev"v"vj g"Ncvg"Uwo kuukapu."Ncvg"O qf hkecvkqpu"cpf "Ncvg"Y kj f tcy cni"qh" Rtqr qucni"r tqxkukapu"qh"vj g"uqrekecvkq0"Chgt"gxcmcvkq"qh"dguv"cpf "hpcn'qlhgtu."vj g"EQ"o c{ " cy ctf "vj g"eqpvtcev"v"vj g"j ki j guv'tcpngf "qlhgtqt"qt"pgi qvcvg"y kj "vj g"j ki j guv'tcpngf "qlhgtqt"kp" ceeqtf cpeg"y kj "49"FEOT"§ 1634.

L.15 LEGAL STATUS OF OFFEROR

Gcej "r tqr qucni'o wuv'r tqxkf g"vj g"hqmy kpi "kphqto cvkq<

L.15.1 P co g."cf f tguu."vgrj qpg"pwo dgt"cpf "hgf gten'vz"kf gpvkecvkq"pwo dgt"qh'qlhgtqtu0

L.15.2"C"eqr {"qh"gej "F kntlev"qh"Eqno dlc"hegpug."tgi kntcvkq."qt"egt vkecvkq"vj cv"vj g"qlhgtqt"ku" tgs vktgf "d{ "rcy "v"q"qdvk0"Kij g"qlhgtqt"ku"e"qtr qtcvkq"qt"r ctvpgtuj kr "cpf "f qgu"pqv'r tqxkf g"e" eqr {"qh"ku"hegpug."tgi kntcvkq."qt"egt vkecvkq"v"tcpucev'dwukpguu"kp"vj g"F kntlev"qh"Eqno dlc." vj g"qlhgt"uj cm'egt vkh{ "ku"kvgpv"v"q"qdvk"vj g"pgeguuct {"hegpug."tgi kntcvkq"qt"egt vkecvkq"r tkqt" vq"eqpvtcev"cy ctf "qt"ku"gz go r vkq"ht qo "uwej "tgs vkt go gpw="cpf

L.15.3 Ki"vj g"qlhgtqt"ku"e"r ctvpgtuj kr "qt"lqkv'xgpwtg."vj g"pco gu"cpf "cf f tguugu"qh"vj g"i gpgtcni'r ctvpgtu"qt" kpf kxkf wcn'o go dgtu"qh"vj g"lqkv'xgpwtg."cpf "eqr kgu"qh"cp {"lqkv'xgpwtg"qt"vgco kpi "ci tgggo gpw0

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming respG9/F1 12 Tf1 0 0 1 80.664 372.19 Tm0 g0 G()JTJETQ0 612q0.09000300

- (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, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via virtual conference at 1:00 P.M. on Friday, May 14, 2021 via Microsoft Teams. Participants will be required to register in advance so that invitations can be sent, and their attendance can be properly recorded. Registration requests should be sent to dcpsoca.inquiries@k12.dc.gov by 10:00AM on Friday, May 14

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

Vj g'eqpvtcev'y km'dg'cy ctf gf "v'j g'tgur qpukdn'qhhgtqt'y j qug"qhhtg"ku'o quv'cf xcpvc i gquw"v'j g" F kwtlev."dcugf "vr qp"vj g'gxcnvcvqp"etkgtk"ur gekk'gf "dgruy 0"Vj wu.'y j k'g'vj g'r qkpw"lp"vj g" gxcnvcvqp"etkgtk"lpf lecv'j gk'tgrv'xg"ko r qtvcpeg.'vj g'vqcn'ueqtgu'y km'pqv'pgeguactkn' "dg" f gyto kpcv'xg"qh'vj g'cy ctf 0"Tv'j gt.'vj g'vqcn'ueqtgu'y km'i wk'g'vj g'F kwtlev'lp'o cni'pi "cp" kpvgnki gpv'cy ctf "f gekukqp"dcugf "vr qp"vj g'gxcnvcvqp"etkgtk0'

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

Vqcn'r qkpw'uj cm'dg'yj g'ewo wrcxg"qvcn'qh'yj g'qhgqtat'vgej pkecn'etkgtk'r qkpw.'r tleg'etkgtkqp"
r qkpw'cpf "r tghgtpeg'r qkpw.'kh'cp{0

M.4

