



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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the **Office of the State Superintendent of Education (the "District")** seeks a Contractor to conduct the Student Enrollment Audit to provide an opinion as to the accuracy of enrollment counts, generated by OSSE, and verify residency status for District of Columbia students.

**B.2** The District contemplates award of a Firm Fixed Price in accordance with 27DCMR Chapter 24.

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

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

### **B.4 PRICE SCHEDULE**

#### **B.4.1 BASE YEAR: Date of Award through One Year Thereafter**

CLIN	Item Description	Qty	Unit	Unit Price	Total Firm Fixed Price
0001	Phase I. Planning (Requirement C.5.1)	1	Lot	\$16,000.00	\$16,000.00
0002	Phase II. Training (Requirement C.5.2)	1	Lot	\$56,000.00	\$56,000.00
0003	Phase III. Pre-Audit Data Prep (Requirement C.5.3)	1	Lot	\$7,500.00	\$7,500.00
0004	Phase IV. Fieldwork (Requirement C.5.4)	1	Lot	\$340,000.00	\$340,000.00
0005	Phase V. Issue Resolution & Appeals (Requirement C.5.5)	1	Lot	\$60,000.00	\$60,000.00
0006	Phase VI. Reporting (Requirement C.5.6)	1	Lot	\$25,000.00	\$25,000.00
0007	Phase VII. Audit Close Out (Requirement C.5.7)	1	Lot	\$19,500.00	\$19,500.00
0008	Phase VIII. Post Audit Process Improvements (Requirement C.5.8)	1	Lot	\$40,000.00	\$40,000.00
Base Year Grand Total					\$564,000.00

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### B.4.2 OPTION YEAR ONE

CLIN	Item Description	Qty	Unit	Unit Price	Total Firm Fixed Price
1001	Phase I. Planning (Requirement C.5.1)	1	Lot	\$16,480.00	\$16,480.00
1002	Phase II. Training (Requirement C.5.2)	1	Lot	\$57,960.00	\$57,960.00
1003	Phase III. Pre-Audit Data Prep (Requirement C.5.3)	1	Lot	\$7,760.00	\$7,760.00
1004	Phase IV. Fieldwork (Requirement C.5.4)	1	Lot	\$351,900.00	\$351,900.00
1005	Phase V. Issue Resolution & Appeals (Requirement C.5.5)	1	Lot	\$62,100.00	\$62,100.00
1006	Phase VI. Reporting (Requirement C.5.6)	1	Lot	\$25,875.00	\$25,875.00
1007	Phase VII. Audit Close Out (Requirement C.5.7)	1	Lot	\$20,182.00	\$20,182.00
1008	Phase VIII. Post Audit Process Improvements (Requirement C.5.8)	1	Lot	\$41,400.00	\$41,400.00
Option Year One Grand Total					\$583,657.00

### B.4.3 OPTION YEAR TWO

CLIN	Item Description	Qty	Unit	Unit Price	Total Firm Fixed Price
2001	Phase I. Planning (Requirement C.5.1)	1	Lot	\$16,975.00	\$16,975.00
2002	Phase II. Training (Requirement C.5.2)	1	Lot	\$60,000.00	\$60,000.00
2003	Phase III. Pre-Audit Data Prep (Requirement C.5.3)	1	Lot	\$8,030.00	\$8,030.00
2004	Phase IV. Fieldwork (Requirement C.5.4)	1	Lot	\$364,220.00	\$364,220.00
2005	Phase V. Issue Resolution & Appeals (Requirement C.5.5)	1	Lot	\$64,275.00	\$64,275.00
2006	Phase VI. Reporting (Requirement C.5.6)	1	Lot	\$26,780.00	\$26,780.00
2007	Phase VII. Audit Close Out (Requirement C.5.7)	1	Lot	\$20,890.00	\$20,890.00
2008	Phase VIII. Post Audit Process Improvements (Requirement C.5.8)	1	Lot	\$32,850.00	\$32,850.00
Option Year Two Grand Total					\$594,020.00

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## B.4.4 OPTION YEAR THREE

CLIN	Item Description	Qty	Unit	Unit Price	Total Firm Fixed Price
3001	Phase I. Planning (Requirement C.5.1)	1	Lot	\$17,650.00	\$17,650.00
3002	Phase II. Training (Requirement C.5.2)	1	Lot	\$62,100.00	\$62,100.00
3003	Phase III. Pre-Audit Data Prep. (Requirement C.5.3)	1	Lot	\$8,313.00	\$8,313.00
3004	Phase IV. Fieldwork (Requirement C.5.4)	1	Lot	\$376,960.00	\$376,960.00
3005	Phase V. Issue Resolution & Appeals (Requirement C.5.5)	1	Lot	\$66,525.00	\$66,525.00
3006	Phase VI. Reporting (Requirement C.5.6)	1	Lot	\$27,720.00	\$27,720.00
3007	Phase VII. Audit Close Out (Requirement C.5.7)	1	Lot	\$21,620.00	\$21,620.00
3008	Phase VIII. Post Audit Process Improvements (Requirement C.5.8)	1	Lot	\$29,350.00	\$29,350.00
Option Year Three Grand Total					\$610,238.00

#### B.4.5 OPTION YEAR FOUR

CLIN	Item Description	Qty	Unit	Unit Price	Total Firm Fixed Price
4001	Phase I. Planning (Requirement C.5.1)	1	Lot	\$18,270.00	\$18,270.00
4002	Phase II. Training (Requirement C.5.2)	1	Lot	\$63,970.00	\$63,970.00
4003	Phase III. Pre-Audit Data Prep (Requirement C.5.3)	1	Lot	\$8,605.00	\$8,605.00
4004	Phase IV. Fieldwork (Requirement C.5.4)	1	Lot	\$390,160.00	\$390,160.00
4005	Phase V. Issue Resolution & Appeals (Requirement C.5.5)	1	Lot	\$68,850.00	\$68,850.00
4006	Phase VI. Reporting (Requirement C.5.6)	1	Lot	\$28,685.00	\$28,685.00
4007	Phase VII. Audit Close Out (Requirement C.5.7)	1	Lot	\$22,375.00	\$22,375.00
4008	Phase VIII. Post Audit Process Improvements (Requirement C.5.8)	1	Lot	\$30,900.00	\$30,900.00
Option Year Four Grand Total					\$631,815.00

**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://dslbd.dc.gov/service/district-agency-compliance1>, under SBE Forms and Instructions select "SBE Subcontracting Plan".

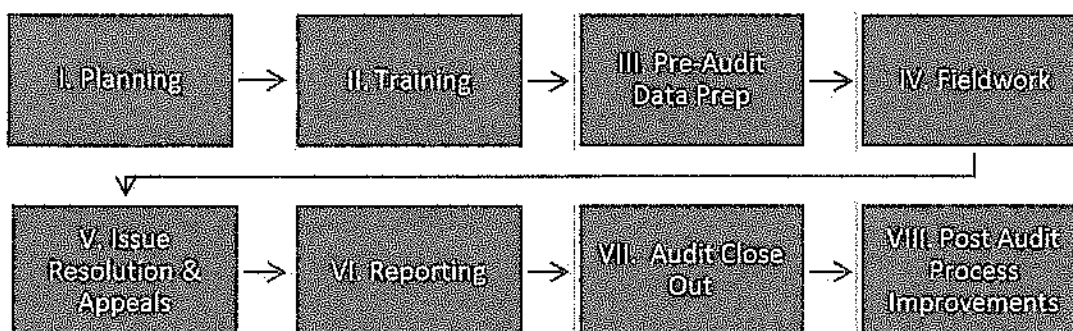
## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Office of Contracting and Procurement (OCP) on behalf of the Office of the State Superintendent of Education's (OSSE) is seeking a Contractor to conduct the Student Enrollment Audit to provide an opinion as to the accuracy of enrollment counts, generated by OSSE, and verify residency status for District of Columbia students at approximately two-hundred and twenty-five (225) public schools, one-hundred and forty-seven (147) non-public schools and ten (10) surrounding county school systems in Maryland and Virginia, and twenty-five (25) community based organizations. This audit will include an examination of specific documentation from student enrollment records from the 2017-2018 school year. There are approximately 91,000 District students. The Contractor will review DC Residency Verification Forms for every student and review the supporting documentation to prove District residency for approximately 65% of the District student population.

The Contractor will also provide a report providing recommendations for process improvements in OSSE's Student Audit Enrollment. This report shall identify weaknesses in policies, procedures, practices, systems and structure of the Audit Enrollment as well as provide immediately implementable short and mid-range implementable strategies that address and mitigate the root causes of the weaknesses identified.

The Enrollment Audit project consists of the following eight (8) phases:



### C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Description	Date
1	District of Columbia School Reform Act of 1995 <a href="http://dccode.org/simple/Title-38/Chapter-18/">http://dccode.org/simple/Title-38/Chapter-18/</a>	DC Law	1995
	District of Columbia Enrollment Census Act of		

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2	1998 <a href="http://dccode.org/simple/sections/38-159.html">http://dccode.org/simple/sections/38-159.html</a>	DC Law	1998
3	District of Columbia Uniform Per Student Funding Formula Act of 1998 <a href="http://dccode.org/simple/Title-38/Chapter-29/">http://dccode.org/simple/Title-38/Chapter-29/</a>	DC Law	1998
4	District of Columbia Official Code 38-1804.02 <a href="http://dccode.org/simple/sections/38-1804.02.html">http://dccode.org/simple/sections/38-1804.02.html</a>	DC Law	2010

### C.3 DEFINITIONS

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

**Adult Education:** Services or instruction below college level for adults who lack sufficient mastery of basic educational skills to enable them to function effectively in society; who do not have a certificate of graduation from a school providing secondary education and who have not achieved an equivalent level of education; or who have limited ability in speaking, reading, writing, or understanding the English language and whose native language is a language other than English.

**Appeals:** Provides LEAs with an opportunity to present additional documentation for determination of enrollment and residency status and grade level after the resolution meetings.

**At-Risk Students:** At-risk students means a District of Columbia Public School student or public charter school student who is identified as one or more of the following:

- a) Homeless;
- b) In the District's foster care system;
- c) Qualifies for the Temporary Assistance for Needy Families program or the Supplemental Nutrition Assistance Program; or
- d) A high school student that is one year older, or more, than the expected age for the grade in which the student is enrolled.

**Alternative Program:** Specialized instruction to at-risk students, which may include either an entire school or a program within a school, or a school or Local Education Agency that partner with a Community-Based Organization to provide services to at-risk students.

**Census-type Examination:** An enumeration of all students enrolled in a school and an inspection of individual student enrollment records pertaining to the scope of the annual enrollment audit.

**Community Based Organization (CBO):** A privately-run organization that provides pre-Kindergarten educational and child care services for three and four-year olds.

**Data Management:** The process of developing, curating, and maintaining a data asset and its associated metadata. This process usually involves modeling the data and its metadata for logical and physical storage, bringing the data into the data infrastructure through an electronic transfer process, performing data quality checks on the data, and communicating with data providers and data users about the data content.

**Data Standards:** Data standards are documented agreements on representation, format, definition, structuring, tagging, transmission, manipulation, use, and management of data.

**Department of Youth Rehabilitation Services (DYRS):** The District's cabinet level juvenile justice agency. It administers detention, commitment and aftercare services for youth held under its care in its facilities or residing in the DC community.



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**District of Columbia Public School System (DCPS):** The citywide public school Local Education Agency governed by the District of Columbia Public Schools (DCPS) including elementary, middle, junior high, senior high, alternative programs, and citywide special education schools.

**Electronic Residency Validation:** The method of residency validation that captures data from other District agencies to confirm the residency status of the enrolled student.

**Enrollment Audit Application:** OSSE's application that facilitates the annual enrollment audit process.

**Enrollment Roster:** A comprehensive list of all students enrolled in District of Columbia public schools, by LEA, school, and grade, as of October 5<sup>th</sup> of the current school year. The enrollment roster will also include an index of acceptable grade designations and student demographic identifiers.

**Final Appeal:** OSSE reviews/meets with LEAs regarding submitted documentation for outstanding enrollment and residency items after the completion of the resolution meetings. The Contractor is used to support the process, but does not make any final decisions.

**Local Education Agency (LEA):** An education agency at the local level which exists primarily to operate schools or to contract for educational services.

**LEA Leader:** Head of School, Principal, or Central Office Administrator.

**Non-Resident Student:** A student who is not a bona fide District of Columbia resident per the District of Columbia student residency regulations.

**Non-public Special Education School:** A privately owned or operated school that maintains or conducts classes for the purposes of offering instruction to students with disabilities.

**Personally Identifiable Information (PII):** Personally identifiable information is information that, alone or in combination, can be linked to a specific student, including but not limited to name of student, parents, or other family members, address of student, parents, or other family members, personal identifier, such as a Social Security Number, unique student identifier (such as OSSE's USI), or biometric record, or indirect identifiers, such as date of birth, place of birth, or mother's maiden name.

**Public Charter Schools (PCS):** Local education agencies independent of the District of Columbia Public Schools and that have been chartered by an eligible chartering authority in the District of Columbia. A public charter school is funded with public monies, and can select and follow its own curriculum and goals.

**Public Charter School Board (PCSB):** An independent authorizer of Public Charter Schools in Washington, DC.

**Random Sampling:** A method of selecting a sample of subjects from a statistical population in such a way that every possible sample that could be selected has a predetermined probability of being selected and is, therefore, assumed to be representative of that group

**Reporting Tools:** A type of application that provides views of the data to a user.

**Special Education School:** A separate DCPS or Public Charter School or residential school dedicated exclusively to serving at least 95% level 4 special education students. This is a school that services students with severe emotional and physical disabilities.

**State Education Agency (SEA):** The state governmental education entity that acts as the primary pass-through agency for federal awards to LEAs in its geographic region and oversees all matters of compliance and fidelity at the LEA level of federal and state grant program implementation. The Office of the State Superintendent of Education, OSSE, is the SEA for the District of Columbia.

**Statewide Longitudinal Education Data System (SLED):** The main repository of the District of Columbia's current and historical public education student, teacher, and school data. The data is used for education planning, analysis, research, and reporting. SLED is populated with information extracted from disparate enterprise educational systems into a single comprehensive relational database. It standardizes student academic information currently stored in various local education agencies (LEAs) and tracks student information statewide over multiple years and across education institutions.

**Uniform Per Student Funding Formula (UPSFF):** The method used to fund all costs related to instruction, student support, and administration; other educational costs (e.g., professional development, student fees, books, and supplies); and technology hardware and software.

**Unique Student Identifier (USI):** Is a unique number assigned to all DC learners, since March 2009, that will follow the individual for his/her entire educational career.

## **C.4 BACKGROUND**

The Office of the State Superintendent of Education (OSSE) is the District of Columbia's State Education Agency. The mission of OSSE is to remove barriers and create pathways for education providers so that all District residents receive an excellent education. In doing so, OSSE offers a broad scope of services in education that are vital to strengthening the foundation of the city and creating economic opportunity for residents. OSSE's core services include developing state-level education policies and standards aligned with school, college, and workforce readiness expectations; managing and distributing federal funding to education providers, that include childcare, pre-kindergarten, and adult education providers and local education agencies (LEA); and administering meaningful state-level trainings, sanctions and interventions to ensure quality and compliance with both local and federal law, thereby improving outcomes for all students.

Per the District of Columbia Official Code § 38-1804.02 and since 2001, the State Education Office, now OSSE, has been required to calculate the initial enrollment count for all District of Columbia public schools and the number of students, including nonresident students and students with special needs,

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whose tuition, or education, in other schools or programs is paid for with funds available to the District of Columbia. OSSE is then required to conduct an audit to obtain an opinion as to the accuracy of the enrollment counts, as well as identify any material weaknesses in the enrollment systems, procedures, or methodology. OSSE must then share the results of the audit with the Mayor, the Council of the District of Columbia, and the appropriate Congressional committees.

This procurement will not only satisfy the requirements of DC Code § 38-1804.02, but shall serve to meet OSSE's requirements as mandated by the District of Columbia School Reform Act of 1995, the Enrollment Census Act of 1998 and the Uniform Per Student Funding Formula Act of 1998. In fulfilling these requirements, the resulting report and verification of students' residency shall provide vital information that is fundamental to the assessment of funding needed for public education in the District of Columbia. The report will directly impact planning, staffing, funding, and resource allocation in each District of Columbia public school and public charter schools including CBOs.

### **C.5 REQUIREMENTS**

The Contractor shall conduct the District's Student Enrollment Audit for approximately (225) public schools, one-hundred and forty-seven (147) non-public schools and ten (10) surrounding county school systems in Maryland and Virginia, and twenty-five (25) community based organizations, as follows:

#### **C.5.1 PHASE I: PLANNING**

##### **C.5.1.1 Contractor Project Team**

The Contractor shall provide a dedicated Project Team to perform the on-site inspection of various documents and provide support for issue resolution and appeals. The Contractor must identify and submit resumes for the following roles that will support this project. OSSE will select the talent and have the ability to request new project staff during the contract period.

C.5.1.1.1 Account Executive who shall be responsible for the overall engagement. The Account Executive shall be a key decision-maker of the Contractor's with the ability to adjust staffing levels, methodologies, processes and protocol as deemed necessary and appropriate to ensure that OSSE is able to develop and disseminate a comprehensive and defensible final student enrollment audit report by December 31, 2017. The Account Executive shall work collaboratively with the Contract Administrator.

C.5.1.1.2 Project Manager who shall be responsible for ensuring adequate staffing levels, overseeing communications, training and troubleshooting with OSSE, LEAs, CBOs and other audit stakeholders. The Project Manager shall have no less than ten (10) years of experience managing large-scale, detail-oriented projects. The Project Manager shall interact on a daily basis with the Contract Administrator and the Office of Enrollment & Residency's Lead Compliance Analyst.

- C.5.1.1.3 Data Quality Manager to ensure all Contractor staff follow the proper data collection policies, procedures and standards as established by OSSE's Data, Assessment and Research division; adhere to all privacy laws and standards; expertly analyze and manipulate very large datasets, provide accurate reporting; works collaboratively with OSSE's Data, Assessment and Research team to troubleshoot and resolve data issues as they arise.
- C.5.1.1.4 Lead Examiners to perform supervision of Examiners performing on-site review of residency documents during the fieldwork phase; primary support of issue resolution and appeals phase by reviewing documents submitted by LEAs the request additional consideration of initial decisions on students' residency status and providing additional research as needed for OSSE officials to render final decisions.
- C.5.1.1.5 Examiners to perform on-site review of residency documents during the fieldwork phase; resolving demographic conflicts and exit issues to ensure accurate data and enrollment status for students; render secondary support during issue resolution and appeals phase by reviewing documents submitted by LEAs that request additional consideration of an initial decision on a students' residency.
- C.5.1.1.6 Process Improvement Consultants to analyze and document the processes, procedures and systems involved in the Enrollment Audit. These consultants will also work with program staff to (re)design those processes, procedures and systems for maximum efficiency and effectiveness.
- C.5.1.2 The Contractor shall have a current District of Columbia Child Protection Register background completed for each staff member assigned to the project. A copy of the District of Columbia Child Protection Register background for each staff shall be given to the Contract Administrator no later than two weeks after the award date.
- C.5.1.3 The Contractor shall have mobile computing capacity to ensure each staff person assigned to perform the on-site documentation inspection, issue resolution, and appeals has access to OSSE's Enrollment Audit Application from each school/site location to enter data in real-time during the fieldwork phase.
- C.5.1.4 The Contractor shall provide a project staffing plan that identifies staff with relevant experience and backgrounds to successfully complete the requirements of the work detailed herein. Upon contract award, OSSE will provide the Contractor with the Enrollment Audit Fieldwork Schedule. This schedule will detail the dates, times and locations of each site visit.

- C.5.1.5 The Contractor shall host and facilitate a day long project kick-off meeting to gain orientation to the project and build collaborative relationship between OSSE's and Contractor teams.
- C.5.1.6 In the option years of this contract, the Contractor shall work closely with OSSE's Project Team to develop and execute a two-day, off-site meeting to launch the planning phase for the upcoming school year Enrollment Audit. The Contractor will work closely with the OSSE project team to develop the agenda and its anticipated outcomes. The discussions, activities and evaluations shall be geared toward achieving desired outcomes as identified by OSSE Leadership, Project Teams, External Working Group and other identified stakeholders.

## **C.5.2 PHASE II: TRAINING**

The Contractor shall, without exception, make available every member of staff assigned to this project to be trained by OSSE on: 1) District of Columbia's residency rules; 2) document examination of student residency documents; and 3) the Enrollment Audit System with the goal of ensuring that project staff members are able to conduct thorough examinations of the residency verification form and related required documents as outlined in DC Code § 38-301 – 38-313.

- C.5.2.1 The Contractor shall, without exception, make Lead Examiners available for an additional level of training from OSSE to ensure these Lead Examiners have the knowledge necessary to review the decisions of Examiners while reviewing documents on-site as well as to provide appropriate, constant coaching and guidance to Examiners while engaged in Fieldwork tasks.
- C.5.2.2 The Contractor shall draft and finalize the Enrollment Audit Handbook in the contract's option years.

## **C.5.3 PHASE III: PRE-AUDIT DATA PREP**

The Contractor shall ensure the receipt of Enrollment Audit Certification of Data from each LEA and CBO involved in OSSE's Enrollment Audit.

## **C.5.4 PHASE IV: FIELDWORK**

The Contractor shall review DC Residency Verification Forms for every student (approximately 91,000) and review the supporting documentation to prove District residency for approximately 65% of the District student population. Lead Examiners and Examiners shall conduct following fieldwork phase tasks while on-site, using mobile devices supplied by the Contractor to access OSSE's Enrollment Audit System to input data and develop reports encompasses the following:

- C.5.4.1 The Contractor shall be responsible for holding daily status meetings during the fieldwork stage and weekly, in-person status update meetings between the Contractor team members and OSSE project team members during the other

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phases of the contract. At a minimum, the following meetings and tools will be required:

- C.5.4.1.1 A summary of the meeting that identifies attendees, topics discussed, decisions made, action items, significant issues or policy questions requiring the attention of OSSE, overall project status, progress made toward identified audit milestones and timelines, tasks accomplished, upcoming tasks, delayed tasks, risks and mitigation plan(s), and proposed changes to the project plan by COB the day after the meeting. The same template should be used for each weekly report.
- C.5.4.1.2 The Contractor shall participate in in-person meetings and interviews with key LEA leaders and Enrollment Audit POCs as part of examination processes.
- C.5.4.1.3 The Contractor shall participate in additional ad-hoc meetings as needed.
- C.5.4.2 The Contractor shall perform an on-site, thorough document review of 100% of residency verification forms for students whose tuition, or education in other schools or programs is paid for with funds available to the district (i.e. special education non-public schools, surrounding county public schools, and District of Columbia youth-incarceration programs).
- C.5.4.3 The Contractor shall conduct a random sampling of supporting documentation for 20% of each school's student population.
  - C.5.4.3.1 A census examination of residency documentation will be performed on those schools or community based organizations that do not pass the 20% random sample examinations.
- C.5.4.4 The Contractor shall maintain strict adherence to the audit schedule provided by OSSE. Deviation from this schedule will only occur in consultation with and by direction of OSSE.
- C.5.4.5 The Contractor shall also conduct an on-site audit at the OSSE's Office of Enrollment and Residency to review the non-resident tuition paying student documentation.
- C.5.4.6 The Contractor shall conduct a census audit of residency supporting documentation and proof of age for every school site and CBO that provides educational services to Pre-K3 or Pre-K4.

## C.5.5 PHASE V: ISSUE RESOLUTION & APPEALS

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- C.5.5.1 The Contractor shall participate in resolution meetings with each school, CBO and LEA.
- C.5.5.2 The Contractor shall participate in the OSSE appeals process, which allows each LEA and CBO to appeal decisions rendered during the Fieldwork phase. During the appeal process, the Contractor shall be required to support by providing justifications made during the on-site review of residency documentation; research and ensure there is substantial documentation and justification for OSSE to reconsider an initial decision based on the evidence presented by the LEA.

### **C.5.6. PHASE VI: REPORTING**

The Contractor shall provide a final Enrollment Audit report consisting of a detailed enrollment audit analysis; schedule of student enrollment by grade; and reconciliation of student enrollment; school-by-school audited enrollment for general education and community based organizations; schedule of residency exceptions by Ward; schedule of wards enrolled in surrounding county schools; summary of students enrolled in non-public schools and schedule of non-resident tuition assessed.

### **C.5.7 PHASE VII: AUDIT CLOSE OUT ACTIVITIES**

The Contractor shall initiate the following project closure activities within 15 business days after the final Enrollment Audit Report for School Year 2017-2018:

- C.5.7.1 A Project Close Out meeting inclusive of an in-depth After-Action Review with Enrollment Audit Project Team.
- C.5.7.2 An After-Action Review with the Enrollment Audit External Working Group.
- C.5.7.3 Developing and disseminating a survey to LEA/school leaders, Enrollment Audit Points of Contacts and School Registrars to ascertain satisfaction with the SY2017-2018 Enrollment Audit and provide suggestions for improvement.
- C.5.7.4 A comprehensive report of results from survey administered in C.5.7.3.
- C.5.7.5 A Report of Recommendations for Improvements in OSSE's Enrollment Audit -- the Contractor shall submit a report that provides an opinion as to the accuracy of the information in the Enrollment Audit Report based on identified material weaknesses in systems, procedures, and methodologies of the Enrollment Audit with short and mid-range implementable strategies that address the root causes of the weaknesses identified.

### **C.5.8 PHASE VIII: POST AUDIT PROCESS IMPROVEMENTS**

The Contractor shall provide process improvement consultation and facilitate the launch and undertaking of the Enrollment Audit for the upcoming school year within 10 business days after submission of the Report of Recommendations for Improvements in OSSE's Enrollment Audit.

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- C.5.8.1 The Contractor shall submit detailed documentation of all current procedures, methodologies and process maps for the Enrollment Audit as implemented during the SY2017-18 and will be implemented as a result of the in-depth audit close out activities in C.5.7.1 – C.5.7.5.
- C.5.8.2 The Contractor shall submit a document proposing enhancements and functionality requirements of the Enrollment Audit System. This document must align with the Recommendations Report outlined in C.5.7.5.
- C.5.8.3 The Contractor shall work closely with OSSE's Project Team to develop comprehensive project, evaluation and work plans, inclusive of a thorough treatment of risk assessment, with timelines, milestones, dependencies and deliverables for the upcoming school year's Enrollment Audit.

## C.6 QUALIFICATIONS

The Contractor must meet and maintain the following minimum qualifications.

- C.6.1 The Contractor must have experience implementing complex large-scale, detailed-oriented, high-stakes data projects with urban State or Local Education Agencies that have achieved measurable impact on operational effectiveness.
- C.6.2 The Contractor must have a minimum of 10+ years of experience managing large scale, high-visibility data projects, at multiple sites in government or educational settings.
- C.6.3 The Contractor shall have the ability to staff a minimum 40 high-quality personnel, each with a minimum of one (1) year of work experience within fast-paced office environments. The personnel selected must demonstrate 1) a high-level of attention to detail; 2) comfortability with web-based applications and mobile technologies; 3) data management and input accuracy; 4) a professional demeanor and decorum. Selected personnel must also pass OSSE's Enrollment Audit Training examination.



**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 (1) year 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 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:

#### F.3.1 Base Year

CLIN #	PHASE	Description	Quantity	Format/ Method of Delivery	Due Date
0001	I. Planning	Resumes of Lead Examiners and Examiners (C.5.1.1.4 and C.5.1.1.5)	80	Electronic	Three (3) days after contract execution
0002	I. Planning	DC Child Protection Register Background Checks (C.5.1.2)	One for each member of Contractor Project Team	Electronic	Two (2) weeks after contract execution
0003	I. Planning	Project Staffing Plan (C.5.1.4)	1	Electronic	Three (3) days after receiving Enrollment Audit Fieldwork Schedule from OSSE.

## Student Enrollment Audit

CLIN #	PHASE	Description	Quantity	Format/ Method of Delivery	Due Date
0004	I. Planning	Agenda and Action Items for Project Kick Off Meeting (C.5.1.5)	1	Electronic	Five (5) days after contract execution
0005	IV. Fieldwork	Action Items identified in daily status meeting (C.5.4.1)	4 – weekly	Electronic	Oct 16 <sup>th</sup> – Nov 17 <sup>th</sup> 2017
0006	IV. Fieldwork	Agenda and action items for weekly status meeting (C.5.4.1)	1 – weekly	Electronic	Oct 16 <sup>th</sup> – Nov 17 <sup>th</sup> 2017
0007	IV. Fieldwork	Report on On-site review of OSSE's non-resident tuition paying student documentation (C.5.4.5)	1	Electronic	Dec. 15 <sup>th</sup> 2017
0008	V. Issue Resolution & Appeals	Issue Resolution & Appeals Report – documentation of the methodology and outcome of issues and appeals (C.5.5.2)	1	Electronic	Oct 30 <sup>th</sup> – Nov 17 <sup>th</sup> 2017
0009	VI. Reporting	Final Enrollment Report (C.5.6)	1	Electronic	Dec 21 <sup>st</sup> – Dec 27 <sup>th</sup> 2017
0010	VII. Audit Close Out Activities	Agenda and Action Items for Project Close Out Meeting with OSSE Project Team (C.5.7.1)	1	Electronic	On or before Jan 12 <sup>th</sup> 2018
0011	VII. Audit Close Out Activities	Agenda and action items for Project Close Out Meeting with External Working Group (C.5.7.2)	1	Electronic	On or before Jan 12 <sup>th</sup> 2018
0012	VII. Audit Close Out Activities	Enrollment Audit Survey (C.5.7.3)	1	Electronic	Jan 19 <sup>th</sup> 2018
0013	VII. Audit Close Out Activities	Enrollment Audit Survey Report (C.5.7.4)	1	Electronic	Jan 26 <sup>th</sup> 2018
0014	VII. Audit Close Out Activities	Report of Recommendations for Improvements in OSSE's Enrollment Audit (C.5.7.5)	1	Electronic	Feb 9 <sup>th</sup> 2018
0015	VIII. Post Audit Process	Project Plan and workplans for SY2018-2019 (C.5.8.3)	1	Electronic	Feb 16 <sup>th</sup> 2018
0016	VIII. Post Audit Process Improvements	Proposed enhancements and functionality requirements of the Enrollment Audit System (C.5.8.2)	1	Electronic	Mar 16 <sup>th</sup> 2018
0017	VIII. Post Audit Process Improvements	Detailed documentation – to include procedures, methodologies, and process maps for SY2017-2018 Enrollment Audit (C.5.8.1)	1	Electronic	Mar 23 <sup>rd</sup> 2018

## Student Enrollment Audit

### F.3.2 Option Year One

CLIN #	PHASE	Description	Quantity	Format/ Method of Delivery	Due Date
1001	I. Planning	Agenda and action items for Project Kick Off Meeting (C.5.1.5)	1	Electronic	Feb 23 <sup>rd</sup> 2018
1002	I. Planning	Project Staffing Plan (C.5.1.4)	1	Electronic	Jul 15 <sup>th</sup> 2018
1003	I. Planning	Resumes of Lead Examiners and Examiners (C.5.1.1.4 and C.5.1.1.5)	80	Electronic	Aug 15 <sup>th</sup> 2018
1004	I. Planning	DC Child Protection Register Background Checks (C.5.1.2)	One for each member of Contractor Project Team	Electronic	Aug 30 <sup>th</sup> 2018
1005	II. Training	Updated Enrollment Audit Handbook (C.5.2.2)	1 Each	Electronic	Feb 23 <sup>rd</sup> 2018
1006	III. Pre-Audit Data Prep	Reports of LEAs and CBOs completing the Enrollment Audit Certification (C.5.3)	3 – total One on each day between 10/13 and 10/16	Electronic	Oct 13 <sup>th</sup> – 16 <sup>th</sup> , 2018
1007	IV. Fieldwork	Action items discussed in daily status meeting (C.5.4.1)	25 Each	Electronic	Oct 16 <sup>th</sup> – Nov 17 <sup>th</sup> 2018
1008	IV. Fieldwork	Weekly status meeting reports (C.5.4.1.1)	4 Each	Electronic	Oct 16 <sup>th</sup> – Nov 17 <sup>th</sup> 2018
1009	IV. Fieldwork	Report on On-site review of OSSE's non-resident tuition paying student documentation (C.5.4.5)	1	Electronic	Dec. 15 <sup>th</sup> 2018
1010	V. Issue Resolution & Appeals	Issue Resolution & Appeals Report – documentation of the methodology and outcome of issues and appeals (C.5.5.2)	1	Electronic	Oct 30 <sup>th</sup> – Nov 17 <sup>th</sup> 2018
1011	VI. Reporting	Final Enrollment Report (C.5.6)	1	Electronic	Dec 21 <sup>st</sup> – Dec 27 <sup>th</sup> 2018
1012	VII. Audit Close Out Activities	Agenda and Action Items for Project Close Out Meeting with OSSE Project Team (C.5.7.1)	1	Electronic	On or before Jan 12 <sup>th</sup> 2019
1013	VII. Audit Close Out Activities	Agenda and Action Items for Project Close Out Meeting with External Working	1	Electronic	On or before Jan 12 <sup>th</sup> 2019

## Student Enrollment Audit

CLIN #	PHASE	Description	Quantity	Format/ Method of Delivery	Due Date
		Group (C.5.7.2)			
1014	VII. Audit Close Out Activities	Enrollment Audit Survey (C.5.7.3)	1	Electronic	Jan 19 <sup>th</sup> 2019
1015	VII. Audit Close Out Activities	Enrollment Audit Survey Report (C.5.7.4)	1	Electronic	Jan 26 <sup>th</sup> 2019
1016	VII. Audit Close Out Activities	Report of Recommendations for Improvements in OSSE's Enrollment Audit (C.5.7.5)	1	Electronic	Feb 9 <sup>th</sup> 2019
1017	VIII. Post Audit Process	Project Plan and workplans for SY2018-2019 (C.5.8.3)	1	Electronic	Feb. 16 <sup>th</sup> 2019
1018	VIII. Post Audit Process Improvements	Proposed enhancements and functionality requirements of the Enrollment Audit System (C.5.8.2)	1	Electronic	Mar 16 <sup>th</sup> 2019
1019	VIII. Post Audit Process Improvements	Detailed documentation – to include procedures, methodologies, and process maps for SY2017-2018 Enrollment Audit (C.5.8.1)	1	Electronic	Mar 23 <sup>rd</sup> 2019

**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 Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer  
Accounts Payable – Business Center  
1200 1st Street, NE  
11th Floor  
Washington, DC 20002  
Email: [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov)

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

- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.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 PARTIAL PAYMENTS**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item for which the price is stated in Section B.4: Price Schedule.
- c) Presentation of a properly executed invoice.

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

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

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

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

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

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

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

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

- a) the 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.

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- 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:

Tamera Anderson  
Office of Contracting and Procurement  
Office of the State Superintendent of Education  
810 First Street, NE  
Washington, DC 20002  
Telephone: (202) 724-2343  
E-mail address: tamera.anderson@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 ADMINISTRATOR (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

## Student Enrollment Audit

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

**G.9.2** The address and telephone number of the CA is:

Rehva Jones  
Strategic Planning and Performance Officer  
OSSE  
810 First Street, NE  
Washington, DC 20002  
(202) 215-4158  
rehva.jones@dc.gov

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

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

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

## **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**

RESERVED

### **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**

**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** RESERVED

**H.7** RESERVED

**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.9.2 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.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** The District will conduct training to the Contractor on 1) District of Columbia's residency rules; 2) document examination of student residency documents; and 3) the Enrollment Audit System with the goal of ensuring that project staff members are able to conduct thorough examinations of the residency verification form and related required documents as outlined in DC Code § 38-301 – 38-313.
- H.11.2** The District will provide access to the software/systems required to complete/submit the deliverables outlined in this document.

**H.12 CONTRACTOR RESPONSIBILITIES**

- H.12.1** The Contractor will fully comply with the insurance requirements and return the Certificate of Insurance within 48 hours of contract award.

## **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 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. 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL"). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$20,000,000 per occurrence or claim, \$20,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall

include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. 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 obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability. The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of the underlying liability policies, with an effective date that is concurrent with such liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**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.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for



construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- 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 UNDER THIS CONTRACT.**
- E. **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.
- 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:

**Tamera Anderson, Contracting Officer  
Office of Contracting and Procurement  
Office of the State Superintendent of Education  
810 First Street, NE – 8<sup>th</sup> Floor  
tamera.anderson@dc.gov**

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

coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

#### **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
  - (iv) 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.

## Student Enrollment Audit

- (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.

## 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 Wage No.: 2015-4281, Revision No. 6, Date Of Revision: 05/08/2017
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at 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
<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"