# AWARD/CONTRACT

2. Contract Number CW58943

3. Effective Date See Box 20C

4. Requisition/Purchase Request/Project No. RQ966192

5. Issued By: Office of Contracting and Procurement

Office of the State Superintendent of Education
810 First Street NE Washington, DC 20002

6. Administered by (if other than line 5)

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)
The New Teacher Project, Inc.
186 Joralemon Street
Suite 300
Brooklyn, NY 11201

8. Delivery

☐ FOB Origin
☒ Other

9. Discount for prompt payment:

10. Submit invoices to the Address shown in Section G.2.1 of the contract

Duns No. [Blank]
TIN [Blank]

11. Ship to/Mark For

Patrick Byrnett, 202-297-8931

12. Payment will be made by

See G.1

13. Remit Address:

Same as 7

14. Accounting and Appropriation Data

ENCUMBRANCE CODE:

15A. Item 0001

15B. Supplies/Services DS Staffing Collaborative Survey

15C. Qty. 1

15D. Unit Job

15E. Unit Price SEE SCHEDULE B ON PAGE 2

15F. Amount 377,610.00

Total Estimated Price $377,610.00

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<th>Page</th>
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<td>Special Contract Requirements</td>
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<tr>
<td>J</td>
<td>List of Attachments</td>
<td>33</td>
</tr>
</tbody>
</table>

17. CONTRACTOR’S NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number [including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual changes are necessary.

19A. Name and Title of Signer (Type or print)

Elizabeth Schaffer, Chief Financial Officer

(Signature of person authorized to sign)

**Signature**

19B. Date Signed

Feb 20, 2018

20A. Name of Contracting Officer

Tamera Anderson

(Signature of Contracting Officer)

20B. District of Columbia

3/1/2018

* * * Government of the District of Columbia

Office of Contracting & Procurement
SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Office of the State Superintendent of Education (OSSE) is seeking a contractor to administer the online survey called "The New Teacher Project Instructional Culture Insight Survey" ("Insight Survey") and collect and analyze staffing data related to the recruitment, distribution, and retention of teachers at high-need schools. The contractor will partner with OSSE and local education agencies (LEAs) to develop a data collection strategy and conduct high quality analysis of staffing data.

B.2 The District awards a firm fixed-price contract in accordance with 27DCMR Chapter 2402.1.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR (3/01/2018 – 11/30/2018)

<table>
<thead>
<tr>
<th>Contract Line Item No. (CLIN)</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Price Each</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Revised project plan for the survey administration, data collection, data analysis and reporting.</td>
<td>2</td>
<td>$4,100.00</td>
<td>$8,200.00</td>
</tr>
<tr>
<td>0002</td>
<td>Collect data on teacher rosters, Highly Qualified Teacher status, teacher effectiveness, retention, licensure status, preparation program, and demand and supply from each participating LEA.</td>
<td>1</td>
<td>$51,050.00</td>
<td>$51,050.00</td>
</tr>
<tr>
<td>0003</td>
<td>Provide data analysis, reporting, and implementation support to each participating LEA on a common theme, identified in partnership with OSSE and participating LEAs, each quarter.</td>
<td>4</td>
<td>$54,127.50</td>
<td>$216,510.00</td>
</tr>
<tr>
<td>0004</td>
<td>Administer the end-of-year &quot;Insight Survey&quot;, to each participating LEA in 2017-2018 SY.</td>
<td>1</td>
<td>$19,050.00</td>
<td>$19,050.00</td>
</tr>
<tr>
<td>0005</td>
<td>Administer the mid-year &quot;Insight Survey&quot; to each participating LEA in 2018-2019 SY (to charter LEAs).</td>
<td>1</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>0006</td>
<td>Produce end of year summative reports for each participating LEA.</td>
<td>51</td>
<td>$241.18</td>
<td>$12,300.00</td>
</tr>
<tr>
<td>0007</td>
<td>Produce citywide report summarizing three years of analysis.</td>
<td>1</td>
<td>$12,300.00</td>
<td>$12,300.00</td>
</tr>
<tr>
<td>0008</td>
<td>Lead in person convenings to share findings and enable LEAs to prepare to implement recommendations.</td>
<td>2</td>
<td>$4,100.00</td>
<td>$8,200.00</td>
</tr>
</tbody>
</table>

Base Year Total: $377,610.00
B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. 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.

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

B.4.1 The Contractor has an approved waiver from DSLBD for the 35% Sub-Contracting dollar volume, therefore the sub-contracting requirement for this contract has been met.
SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Office of the State Superintendent of Education (OSSE) is seeking a contractor to administer the online survey called “The New Teacher Project Instructional Culture Insight Survey” (“Insight Survey”) and collect and analyze staffing data related to the recruitment, distribution, and retention of teachers at high-need schools. The contractor will partner with OSSE and local education agencies (LEAs) to develop a data collection strategy and conduct high quality analysis of staffing data.

C.2 APPLICABLE DOCUMENTS

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

Please find below the link to the “DC Plan for Equitable Access for Excellent Educators, a requirement of Title I Part A of the Elementary and Secondary Education Act” which requires the District of Columbia to provide equitable services to teachers: http://www2.ed.gov/programs/titleiparta/equitable/dc.html

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Document Type</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Online</td>
<td>DC Plan for Equitable Access for Excellent Educators, a requirement of Title I Part A of the Elementary and Secondary Education Act</td>
<td>October 2, 2015</td>
</tr>
<tr>
<td>2</td>
<td>Online</td>
<td>District of Columbia State Plan for The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act</td>
<td>May 2, 2017</td>
</tr>
</tbody>
</table>

C.3 DEFINITIONS

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

N/A

C.4 BACKGROUND

On October 2, 2015, the Department of Education approved OSSE’s plan for ensuring equitable access to excellent educators that marked the initiation of a District-wide effort to improve the access of high poverty and low performing students to highly effective teachers.

As a result of gaps in available staffing data, schools, LEAs and OSSE are unable to develop data-driven teacher recruitment and retention strategies. Therefore, as a key strategy of the plan, OSSE has created the DC Staffing Data Cooperative (Staffing Data Collaborative), which is an initiative that is part of the approved DC Plan for Equitable Access for Excellent Educators, a requirement of Title I Part A of the Elementary and Secondary Education Act.
Staffing Data Collaborative is a partnership between LEAs that serve high need populations, OSSE, and a partner research organization. The Staffing Data Collaborative was reapproved as part of the DC State Plan for ESEA as amended by the Every Student Succeeds Act (ESSA).

One element of the Staffing Data Collaborative is for OSSE to retain a vendor to administer a school climate survey to teachers at all school sites and present information on results at the LEA and city level. The majority of the LEAs in the Staffing Data Collaborative are using the “Insight Survey” owned by The New Teacher Project (TNTP). The majority of participating schools administer TNTP’s survey and this vendor has worked with their LEAs. TNTP has administered the “Insight Survey” at the District of Columbia Public Schools for five years.

In addition to administering the survey, the research partner will collect staffing data elements that are described below and will conduct a rigorous data analyses to identify the relationship between survey items and additional data items regarding teacher retention and teacher effectiveness. These will enable LEAs and OSSE to obtain the necessary insights on how teachers choose, remain in or leave high need schools and match appropriate strategies to address the findings.

**Project Objectives**

- Identify the root cause(s) of staffing challenges in high need schools through high-quality data collection and analysis.
- Enable LEAs and OSSE to develop and implement data-driven strategies to improve students' access to effective teachers across all schools in the District of Columbia.

**C.5 REQUIREMENTS**

**C.5.1** The contractor shall collect and store data required for this work from up to participating 52 LEAs and OSSE. The data will be stored on a secured server hosted by the contractor. Data will include teacher rosters, teacher qualifications, teacher effectiveness, retention, licensure status, preparation program, demand and supply, and additional elements that will be chosen by the vendor in consultation with OSSE and participating LEAs. All data collected on behalf of the project from on or about October 1, 2017 will be stored on a secure server hosted by the contractor. To further inform analyses of the project, TNTP will utilize data previously collected pursuant to prior Agreements between OSSE and TNTP (including CW42365, as amended June 22, 2016; CW46594, as executed September 28, 2016, and; Purchase Order 571471 V2, as issued November 30, 2017).

**C.5.2** The contractor shall forward to OSSE data reported by LEAs on teacher rosters and, teacher shortage and qualifications of Special Education teachers.

**C.5.3** The contractor shall sign a confidentiality agreement which will require that the contractor not release or convey materials to any party other than OSSE and participating LEAs without written consent of those parties. Under no circumstances shall any document be released or in any manner transmitted to the media without all parties' written consent.

**C.5.4** The contractor shall plan and submit to OSSE and participating LEAs an analysis as described in the project plan, and agreed upon by both sides.
C.5.5 The contractor shall plan and submit an analysis presenting correlation between teacher preparation program and teacher effectiveness and retention, while controlling for variables to be identified.

C.5.6 The contractor shall plan and present to OSSE and participating LEAs information on the demand for teachers by subject and by school and compare it with data on teacher supply in DC and LEAs will be trained on how to use it for strategic staffing.

C.5.7 The contractor shall administer the “Insight Survey”, an online, OSSE-approved school climate survey to schools in approximately 52 LEAs and present analysis of the results, as they correlate with teacher retention at high need schools. The administration will consist of both a mid-year (2018-19) and end-of-year (2017-18) surveys to all teachers in participating schools. The contractor will pay for all survey administration costs including survey licensing, administration and data collection.

C.5.8 The contractor shall provide periodic interim updates that may include analyses on the teacher preparation, licensure, and demand and supply to OSSE and participating LEAs. The first report will be provided to both OSSE and participating LEAs, and will be based on aggregate data (without LEA specific information). The contractor will train the recipients on how to use the information provided through the updates to support their school improvement efforts.

C.5.9 The contractor shall provide 53 final reports that will include results of the analyses, including teacher preparation, licensure, demand and supply, and school climate. The first report will be provided to both OSSE and participating LEAs and will be based on the aggregate data (without LEA specific information). In addition, 52 LEAs will be provided with a report that is based on that LEA’s data. The contractor will train the recipients on how to use the report to support their school improvement efforts.

C.5.10 The contractor will lead three meetings with participating LEAs where data will be presented and LEAs will be trained on how to use it for strategic staffing.

C.5.11 The contractor shall develop a detailed project plan for 2018-19 to include data collection strategy and methodology for preparation programs analysis, licensure status impact analysis, teacher demand/supply analysis and school climate survey analysis, and the strategy for providing educators professional development on using the data to develop strategic staffing policies at their schools.

C.5.12 The contractor must have demonstrated five years of experience in managing complex quantitative research projects that include large scale data collection (i.e. massive data in multiple levels collected from multiple sources) and storage.

C.5.13 The contractor must have demonstrated experience in conducting research and analysis on teacher-related data for two or more similar projects. This experience in analysis should include descriptive statistics and the identification of trends, in addition to research that includes correlating teacher outcomes to inputs while controlling for aspects such as poverty and racial/ethnic background.

C.5.14 The contractor must have demonstrated experience in developing regression analyses or using similar techniques to correlate teacher related inputs and outcomes.
C.5.15 The contractor must have familiarity with the District of Columbia education landscape and context, preferably with prior experience working with DC education stakeholders.

C.5.16 The contractor must have demonstrated ability to collect and securely store sensitive data.

C.5.17 The contractor must have demonstrated experience and expertise in administering the “Insight Survey” at school sites and analyzing survey data, which includes administering the survey in DC schools in the past three school years (including the current one) and observing within-year and between-years trends. The experience in administering the survey in DC shall include engaging clients in order to maximize participation and establishing a DC sample that was large enough to identify city trends of the past three years. The survey analysis experience shall include utilizing survey results to determine correlation between survey items and between survey items to outcomes, such as teacher retention and effectiveness.

C.5.18 The contractor must be able to provide OSSE evidence of its experiences outlined above (e.g., project artifacts, example analyses) upon OSSE’s request.

C.5.19 The contractor will also provide teacher preparation programs in Washington DC a report outlining their outcomes based on analysis of the Staffing Data Collaborative data.
SECTION D: PACKAGING AND MARKING

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

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies AND/OR 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 nine (9) months from March 1, 2018 to November 30, 2018.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 N/A

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 (CA) identified in section G.9 in accordance with the following:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Format and Method of Delivery</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Collect data on teacher rosters, qualifications, teacher effectiveness,</td>
<td>1</td>
<td>TBD</td>
<td>45 days after the start of contract, and 8</td>
</tr>
<tr>
<td></td>
<td>retention, licensure, preparation program, demand and supply and other</td>
<td></td>
<td></td>
<td>months from the start of the contract</td>
</tr>
<tr>
<td></td>
<td>included elements from each participating LEA. See C.5.1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Produce LEA-specific interim updates for participating LEAs and precreation</td>
<td>208</td>
<td>TBD</td>
<td>Quarterly</td>
</tr>
<tr>
<td></td>
<td>programs that include results on how teacher preparation programs and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>additional elements effect teacher effectiveness and retention. See C.5.8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Administer the end-of-year “Insight Survey”, to each participating LEA.</td>
<td>51</td>
<td>Survey administration</td>
<td>07/01/2018</td>
</tr>
<tr>
<td></td>
<td>See C.5.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>Administer the mid-year “Insight Survey to each participating LEA. See</td>
<td>51</td>
<td>Survey administration</td>
<td>11/30/2018</td>
</tr>
<tr>
<td></td>
<td>C.5.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005</td>
<td>Produce final LEA-level reports that include updates to the interim</td>
<td>53</td>
<td>Word Document</td>
<td>09/30/2018</td>
</tr>
<tr>
<td></td>
<td>reports and results for the school climate survey and how they correlate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>with teacher outcomes. See C.5.9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006</td>
<td>Produce draft and final aggregate report with city-level staffing insights based on all data. See C.5.9.</td>
<td>1</td>
<td>Word Document</td>
<td>09/30/2018</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>0007</td>
<td>Lead three meetings with participating LEAs where data will be presented and LEAs will be trained on how to use it for strategic staffing See C.5.10.</td>
<td>3</td>
<td>Four in-person meetings</td>
<td>Bi-monthly from the start of the contract</td>
</tr>
<tr>
<td>0008</td>
<td>Project plan for the survey administration, data collection, data analysis and reporting. See C.5.11.</td>
<td>1</td>
<td>Word Document</td>
<td>08/30/17</td>
</tr>
</tbody>
</table>

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

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

| Address: | Office of the State Superintendent of Education  
|          | Office of the Controller/Agency CFO  
|          | 810 First Street NE  
|          | Washington, D.C. 20002 |
| E-mail:  | 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 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 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 in accordance with the agreed upon delivery schedule with a minimum of quarterly invoicing.

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 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th 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:

Name: Tamera Anderson  
Office of Contracting and Procurement  
Address: 810 First Street NE  
Washington, D.C. 20002  
Telephone: 202-724-2343  
E-mail: 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

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:

Name: Etai Mizra
Manager, Education Policy and Compliance
Address: 810 First Street NE
Washington, D.C. 20002
Telephone: 202-727-3666
E-mail: etai.mizra@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

The Contractor shall be bound by the Wage Determination No. 2015-4281 (Rev. 9), dated January 10, 2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and
(4) Other applicable service credits;

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

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

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

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

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter 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 this chapter, 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.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source
Employment Agreement (Employment Agreement) with the District of Columbia
Department of Employment Service’s (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the
contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs
covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment
Agreement has been accepted by DOES. Once approved, the Employment Agreement
shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the
contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any
rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the
direct and indirect labor costs of the contract, for a willful breach of the Employment
Agreement, failure to submit the required hiring compliance reports, or deliberate
submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an
additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor
costs of the contract for each percentage by which the Contractor fails to meet its hiring
requirements.
H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14, 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 CONTRACTOR/DISTRICT RESPONSIBILITIES

H.6.1 OSSE shall keep the Instructional Survey Culture Insight survey tool (the “ICI Survey”) and the Instructional Culture Insight analysis methodology and reporting (the “ICI Analysis”) (Collectively referred to as the (Confidential Information”)) in absolute confidence. Without limiting the foregoing, OSSE agrees that Confidential Information will not be used in any way detrimental to TNTP or its clients or partners, and that it will not knowingly permit or facilitate any use of the Confidential Information by any other person or entity. OSSE agrees not to reverse engineer, disassemble or decompile anything that embodies the Confidential Information and that are provided to OSSE under this Agreement. OSSE agrees that it will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information, but in no event less than reasonable care.

H.6.2 TNTP agrees to administer the ICI Survey (defined below) and conduct ICI Analysis (defined below) for a mutually agreed upon number of Local Education Agencies (the “LEAs”), within the jurisdiction of OSSE (“Partner LEAs”). The number of Partner LEAs at the time of the execution of this contract is approximately fifty two (52).

Title to and ownership of all work products and materials created by or on behalf of TNTP prior to this Agreement or in the course of implementing and executing the ICI Surveys or the Analysis, whether partial or complete, including the results or reports provided to OSSE based on the data it collects from OSSE (collectively referred to as the “Work”), whether partial or complete shall be and remain solely in TNTP. TNTP owns all right title and interest in and to the ICI Analysis and ICI Survey and any work product derived therefrom, and that no rights in the Work or the ICI Analysis/Survey are being granted to OSSE under this agreement (other than the license as defined below).

OSSE agrees that all Work created by TNTP will not be transferred, shared, licensed or sold by OSSE to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts and information (collectively the “TNTP Tools”) used in creating the Work. Nothing in this Agreement shall be deemed to grant any ownership rights in the Work or the TNTP Tools to OSSE, and except as expressly granted to the OSSE hereunder, the OSSE shall have no right or license with respect thereto.
Subject to the terms and conditions of this Agreement, TNTP hereby grants OSSE a revocable, non-transferable, non-sublicensable, non-exclusive license to all reports (but not the surveys) collectively referred to as "Client Materials" created on behalf of OSSE pursuant to the Agreement. OSSE may use (but not modify, recreate, or administer) all or any part of the Client Materials solely for its internal professional development and improvement purposes. The OSSE may present the content provided by TNTP in the TNTP Trainings (the "Training Content") to OSSE staff; provided, that any written materials that the OSSE distributes and which incorporate the Training Content be on OSSE's letterhead.

**H.6.3** As between OSSE and TNTP, OSSE owns all data incorporated in the Work and Client Materials. The OSSE agrees that TNTP may use such data to perform its obligations hereunder (including the incorporation thereof into the Work) and may use such data on an aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of publication and presentation by TNTP. OSSE acknowledges that TNTP may also identify OSSE and the Participating LEAS and Schools as the sources from which the aggregated data originated. TNTP will share the data and results incorporated in the Client Materials in an aggregate form with the different LEAs for their business purposes and reporting requirements.

OSSE grants TNTP permission to share OSSE data incorporated in the Client Materials and the ICI results with Third Party Researchers or Funders designated by OSSE upon receiving written permission (including permission through electronic mail) from OSSE.

OSSE and TNTP agree that either party may use descriptions of the Services in future promotional materials and client lists, and that TNTP may explicitly identify the OSSE as a client of TNTP and ICI surveys.

**H.7** RESERVED

**H.8** RESERVED

**H.9** SUBCONTRACTING REQUIREMENTS

**H.9.1** Mandatory Subcontracting Requirements

**H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts 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 proposal 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.9.2 **Subcontracting Plan**

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

Each subcontracting plan shall include the following:

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

H.9.3 **Copies of Subcontracts**

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

H.9.4 **Subcontracting Plan Compliance Reporting**
H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

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

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

(a) Where a federal or District law or regulation requires the consideration of an 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.
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 www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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

TNTP agrees to administer the ICI Survey (defined below) and conduct ICI Analysis (defined below) for a mutually agreed upon number of Local Education Agencies (the "LEAs"), within the jurisdiction of OSSE ("Partner LEAs"). The number of Partner LEAs at the time of the execution of this contract is approximately fifty-two (52). TNTP will own the titles to all work products and materials created by or on behalf of TNTP prior to this Contract or in the course of implementing and executing the Instructional Culture Insight survey tool (the "ICI Survey") and the Instructional Culture Insight analysis methodology and reporting (the "ICI Analysis"). Whether partial or complete (collectively referred to as the "Work"), OSSE agrees that all Work created by TNTP will not be transferred, shared, licensed or sold by OSSE to any other entity under any circumstances without prior written consent of TNTP.

I.5.1

The contract does not change data rights agreements between OSSE and Partner LEAs. Data that is currently owned by OSSE includes Full Time Employee (Staff Roster), highly qualified teachers determination, and special education and related services providers information. OSSE will not have rights for any other data component, except in an aggregate form, submitted to OSSE by TNTP in a report (Deliverable 0006 in Section F.2.).
Any change to the rights over data collected in this contract will be determined by a Memorandum of Agreement signed by both OSSE and Partner LEAs, and not by this contract.

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

I.5.2

Use of ICI Data. Subject to the terms and conditions of this Agreement, TNTP hereby grants OSSE and Partner LEAs (who agree in writing to participate in the project and sign a Memorandum of Agreement with OSSE, obligating each respective Partner LEA to provide its ICI Data to TNTP and permitting TNTP to use the ICI data to perform its obligations under this contract) the following limited rights to use specific pieces of the Work:

a. OSSE may present content provided by TNTP from the ICI Analysis to Partner LEAs.

b. OSSE may discuss and use reports provided from the ICI Analysis with the Partner LEAs in their talent management and school improvement operations; provided, however, that neither OSSE nor Partner LEAs shall have the right, except as otherwise provided herein, to use, modify, recreate, reproduce or administer the ICI Survey or ICI Analysis.

I.5.3

Paragraphs I.5.6, I.5.7, I.5.8, I.5.11, and I.5.12 above are not applicable to material furnished to the contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to
commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.+

If the Contractor maintains 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 Developer, Contractor, and Subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers’ Compensation Insurance.** The Contractor shall provide Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. **Employer’s Liability Insurance.** The Contractor shall provide employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

5. **Technology Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Technology Professional Liability Insurance (Errors and Omissions) appropriate to the Contractor’s profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 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 be 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.

B. PRIMARY COVERAGE. For any claims related to this contract, the Contractor's and Subcontractors' insurance coverage shall be primary insurance primary coverage. Any insurance or self-insurance maintained by the District shall be excess of the Contractor’s and Subcontractors’ insurance and shall not contribute with it.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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 immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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. Evidence of insurance shall be submitted to:

Name: Tamera Anderson
Office of Contracting and Procurement
Address: 810 First Street NE
Washington, D.C. 20002
Telephone: 202-724-2343
E-mail: tamera.anderson@dc.gov
H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this contract will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) An applicable Court Order, if any.
(2) Contract document
(4) Contract attachments other than the Standard Contract Provisions
(5) Independent Government Estimate

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 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.

(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.

1.12 COST AND PRICING DATA