

SOLICITATION, OFFER, AND AWARD		1. Caption DCPS Choice Transportation Program		Page of Pages 1 49	
2. Contract Number	3. Solicitation Number GAGA-2013-I-0046	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement (Indicate Cluster Name) (Indicate Address, including Room/Suite Number) Washington, DC (Include Zip Code) NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"			8. Address Offer to: District of Columbia Public Schools Office of Contracting and Acquisitions 1200 First Street, NE, Room 1135A Washington DC 20002		

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at _____ DCPS/OCA Room 1135A _____ until _____ 12:00 Noon _____ local time _____ 16-Aug-13 _____ (Hour) _____ (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 18 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Rotimi Osunsan	B. Telephone (Area Code) 202 (Number) 535-1377 (Ext)		C. E-mail Address rotimi.osunsan2@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

B.1 The District of Columbia Public Schools on behalf of the Office of Federal Programs and Grants, (OFPG), (the "District") is seeking a contractor to provide safe and timely transportation services for approximately 200 elementary school pupils participating in the School Choice Transportation Program, as identified by DCPS and in compliance with all applicable federal and local laws, regulations and/or standards for pupil transportation.

B.1.1 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This Invitation for Bids (IFB) is designated only for certified small business enterprise (SBE) bidders under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 *et seq.*), as amended.

An SBE must be certified as small in the procurement category of transportation services in order to be eligible to submit a bid in response to this solicitation.

B.2 The District contemplates a single award of a Fixed Unit Price Requirement contract in accordance with 27 DCMR, Chapter 24.

B.3 PRICE SCHEDULE -- REQUIREMENTS

B.3.1 Prospective contractor must complete all the line items for the base year and all the four (4) option years to be considered responsive.

B.3.1 BASE YEAR

Contract Line Item Number (CLIN), as described in Sections C.1 thru.C.15	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001 AA	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM trip).	\$ _____ per AM Trip per Day	183 School Days	\$ _____
0001AB	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (PM trip).	\$ _____ per PM Trip per Day	183 School Days	\$ _____
0001AC	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM + PM trips).	\$ _____ per AM + PM Trips per Day	183 School Days	\$ _____
Grand Total for the Base Year.				\$ _____

B.3.2 OPTION YEAR ONE

Contract Line Item Number (CLIN), as described in Sections C.1 thru.C.15	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001AA.	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM trip).	\$ _____ per AM Trip per day	183 School Days	\$ _____
1001AB	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (PM trip).	\$ _____ per PM Trip per day	183 School Days	\$ _____
1001AC	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM + PM trips).	\$ _____ per AM + PM Trips per day	183 School Days	\$ _____
Grand Total for the Option Year One.			183 School Days	\$ _____

B.3.3 OPTION YEAR TWO

Contract Line Item Number (CLIN), as described in Sections C.1 thru.C.15	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001AA	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM trip).	\$ _____ per AM Trip per day	183 School Days	\$ _____
2001B	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (PM trip).	\$ _____ per PM Trip per day	183 School Days	\$ _____
2001C	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM + PM trips).	\$ _____ per AM + PM Trips per day	183 School Days	\$ _____
Grand Total for the Option Year Two				\$ _____

B.3.4 OPTION YEAR THREE

Contract Line Item Number (CLIN), as described in Sections C.1 thru.C.15	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 3001AA	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM trip).	\$ _____ per AM Trip per day	183 School Days.	\$ _____
3001AB	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (PM trip).	\$ _____ per PM Trip per day	183 School Days.	\$ _____
3001AC	Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM + PM trips).	\$ _____ per AM + PM Trips per day	183 School Days	\$ _____
Grand Total for the Option Year Three.				\$ _____

B.3.5 OPTION YEAR FOUR

Contract Line Item Number (CLIN), as described in Sections C.1 thru.C.15	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
<p>CLIN 4001AA</p>	<p>Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM trip).</p>	<p>\$ _____ per AM Trip per day</p>	<p>183 School Days</p>	<p>\$ _____</p>
<p>4001AB</p>	<p>Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (PM trip).</p>	<p>\$ _____ per PM Trip per day</p>	<p>183 School Days</p>	<p>\$ _____</p>
<p>4001AC</p>	<p>Transportation for approximately 200 elementary school pupils using seven (7) buses, seven (7) drivers and seven (7) attendants on the Choice Bus Routes and Time (AM + PM trips).</p>	<p>\$ _____ per AM + PM Trip per day</p>	<p>183 School Days</p>	<p>\$ _____</p>
<p>Grand Total for Option Year Four.</p>				<p>\$ _____</p>

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public Schools (DCPS), Office of Federal Programs and Grants (OFPG), has a requirement to provide transportation services to the District’s elementary school pupils who are enrolled to participate in the District’s Choice Program. The transportation services must be in compliance with all applicable federal and local laws, regulations and/or standards for transportation of pupils.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
C.5.10.1	Website http://www.fmca.dot.gov/rules-regulations/administration/fmcsr/fmcrguidedetails.aspx?menukey=382	Controlled Substances and Alcohol Use and Testing	April 2013
C.5.10.4	Website http://www.defensivedrivingsolutions.com/blog/2011/11/10/defensive-driving-class-cdl-drivers	Defensive Driving Class Commercial Driver’s License Drivers	November 2011
C.5.14.2	Website http://www.fmcsa.dot.gov/	U.S. Department of Transportation Federal Motor Carrier Safety Administration	March 2013

C.3 DEFINITIONS

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

Sending School is the DCPS’ school location or facility where the elementary school pupils would be picked up in the morning.

Receiving School is the DCPS’ school location where the elementary school pupil would be dropped off in the morning.

C.4 BACKGROUND

The District of Columbia Public Schools (DCPS), Office of Federal Programs and Grants, (OFPG) School Choice Bus Transportation Program requires the provision of safe and timely transportation services for the DCPS elementary school pupils, who were previously enrolled under the No Child Left Behind (NCLB) program. The transportation services are available to the children of the parents who had exercised their transfer option under the former NCLB to the School Choice Bus Transportation Program. Approximately 200 elementary school pupils have been approved by the DCPS to participate in the program.

C.5 REQUIREMENTS

- C.5.1. The Contractor shall provide safe and timely transportation for all the DCPS' elementary school pupils participating in the School Choice Bus Transportation Program. The Contractor must also be in compliance with all the applicable Federal, municipal and District of Columbia Board of Education laws, regulations, policies and standards for the transportation of children. See Section C.2, Applicable Document.
- C.5.2 The Contractor shall provide all management, supervision, personnel, equipment, vehicles, fuel, vehicle maintenance material and supplies required to perform the services required in the performance of this contract.
- C.5.3 The Contractor shall provide transportation services for approximately 200 elementary school pupils who are participants in the School Choice Bus Transportation Program from the list of the sending and receiving schools provided by the DCPS/OFPG.
- C.5.4 The Contractor shall possess, prior to contract execution, a **Certificate of Necessity** from the Washington Metropolitan Transit Commission that attests to its authority to engage in the business of transporting persons through the Washington Metropolitan Area.
- C.5.5 The Contractor shall provide the transportation services to pick up the pupils from their sending schools, no earlier than 6:45 AM, but no later than 8:15 AM, in order for them to arrive at their receiving schools, no later than 8:40 AM, local Eastern Time.
- C.5.6 The Contractor shall provide transportation services to pick up the pupils from the receiving schools no later than 3:45 PM, local Eastern Time and return the pupils to their sending schools immediately. The Contractor shall maintain a list of pupils that ride the bus in the morning and the evening routes.
- C.5.7 The Contractor shall provide transportation services to the elementary school pupils in the School Choice Bus Transportation Program, Monday through Friday, except on legal school holidays and official school closings in the District of Columbia.
- C.5.8 The Contractor shall provide only coach buses or 21-passenger and 25-passenger mini buses. Under no circumstance shall the Contractor use any passenger vans of any type or capacity in the performance of this contract.

- C.5.8.1** To be responsive and responsible, the Contractor shall be available to conduct a Requirements' dry run with the seven (7) buses, seven (7) drivers and the seven attendants on Wednesday, August 21, 2013 at the place and time to be designated by the Contract Administrator.
- C.5.8.2** To be responsive and responsible, the Contractor shall be prepared to start the delivery of the services and the requirements outlined in this solicitation, including all the seven (7) buses, seven (7) drivers and seven (7) attendants (aides) starting from Monday, August 26, 2013.
- C.5.8.3** To be responsive and responsible, the prospective Contractor shall submit with their bids in writing, the documentation of all the seven (7) buses to be used for the Choice Transportation project by providing the vehicle registrations.
- C.5.8.4** To be responsive and responsible, the Contractor shall document the buses it plans to use for the Choice Transportation Program with their bids in writing by submitting the pictures of the seven (7) buses to meet the requirements outlined in this solicitation, identified by their registration numbers.
- C.5.9** The Contractor shall design and provide a bus schedule to be used in the performance of this contract which shall be approved by DCPS seven (7) days before the start of this contract.
- C.5.10** The Contractor shall provide drivers who meet all federal, municipal and District of Columbia Board of Education laws, regulations, policies and standards for the transportation of children.
- C.5.11** The Contractor shall ensure that every driver that will provide services under the Choice Transportation Program meet the following requirements as stated in this solicitation prior to providing services under the resulting contract:
- C.5.11.1** possesses a current and valid Commercial Driver's License (CDL) with the appropriate endorsements;
- C.5.11.2** passed the physical examination and drug and alcohol testing requirements in accordance with DOT requirements and Title 49 CFR Part 40 and Part 382 and provides the DCPS DOT documentation of random drug and alcohol testing. The DCPS reserves the right, under reasonable suspicion, to have the Contractor's drivers and aides tested for drugs and/or Alcohol;
- C.5.11.3** obtains and maintains a valid school bus operator's license (SBOL) issued by the District of Columbia Department of Motor Vehicles;
- C.5.11.4** successfully passed a police and F.B.I Background investigation check. (The Contractor's direct and indirect staff delivering services under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal

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record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution.);

- C.5.11.5 is at least 18 years of age;
 - C.5.11.6 successfully completed a defensive driver training course, and provide a copy of the certification of successful completion to the DCPS DOT;
 - C.5.11.7 obtains and maintains Cardiopulmonary Resuscitation (CPR) / First Aid Certification;
 - C.5.11.8 is free from communicable diseases and physically able to perform the duties prescribed in the contract;
 - C.5.11.9 has their operating credentials and licenses with them while performing under this contract;
 - C.5.11.10 follows the traffic laws of any jurisdiction in which they drive while in the performance under this contract;
 - C.5.11.11 assumes full responsibility for the safe and proper and on-time operation of the vehicle that is assigned to him or her;
 - C.5.11.12 if physically able, immediately call for medical assistance, notify the police Department and call the DCPS Office of Transportation Dispatcher in the event of an emergency such as an automobile accident;
 - C.5.11.13 walks the full interior length of the bus to ensure that each child has departed the bus at the end of each trip.
- C.5.12 The Contractor shall ensure that every attendant driver that will provide services under the Choice Transportation Program meet the following requirements as stated in this solicitation prior to providing services under the resulting contract:**
- C.5.12.1 passed the physical examination and drug and alcohol testing requirements in accordance with DOT requirements and Title 49 CFR Part 40 and Part 382;
 - C.5.12.2 has successfully cleared the DC MPD and F.B.I Background investigation;
 - C.5.12.3 is at least 18 years of age;
 - C.5.12.4 obtains and maintains Cardiopulmonary Resuscitation (CPR) / First Aid Certification;
 - C.5.12.5 is free from communicable diseases and physically able to perform the duties prescribed in the contract;

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- C.5.13** The Contractor shall establish and maintain employee files documenting that employees performing under this contract meet all contract requirements. (The Contractor shall make these files available for inspection by the Contracting Officer or her/his designee).
- C.5.14** The Contractor shall provide transportation services in accordance with the seven (7) "Preliminary SY 13-14 Choice Bus Routes and Times provided by the DCPS (Attachment J. 10).
- C.5.15** The Contractor shall provide a sample trip ticket such as attached in this solicitation (Attachment J.12) and maintain standardized trip tickets that reflects the relevant Information on the scheduled route, time, and other performance standards as required under the contract.
- C.5.16** The Contractor shall maintain accurate records in the form of a "trip sheet" reflecting the number of trips and destinations which shall be turned over to the DCPS DOT on a weekly basis.
- C.5.17** The Contractor shall provide a monthly report indicating the number of elementary school pupils and the schools where they have been transported during the month, attached to its invoices.
- C.5.18** The Contractor's name shall be displayed on the exterior of each vehicle; additionally, each vehicle shall:
- C.5.18.1** be equipped with fire extinguishers approved by the Washington Metropolitan Area Transit Commission;
- C.5.18.2** be equipped with a first aid kit of appropriate size and capacity;
- C.5.18.3** be equipped with a two-way radio or other communication device that facilitates communication between the drivers and supervisor/dispatcher.
- C.5.19** The Contractor shall perform preventive and corrective maintenance on all vehicles used in the performance of this contract.
- C.5.20** The Contractor shall ensure that the vehicles used in the performance of this contract are duly inspected annually.
- C.5.21** The Contractor shall have the sole responsibility to compensate employees, including all applicable taxes, insurance, and workmen's compensation and shall be solely responsible for any losses incurred by DCPS, resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or Agents. All Contractor's employees shall comply with all rules of DCPS for neatness and courtesy.
- C.5.22** The Contractor and its employees shall comply with all waged and hours of employment requirements of the Federal and State law and the Service Contract Act. The Contractor

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shall provide wage/salary and benefits per the Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the Contractor shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes.

C.5.23. The Contractor shall maintain the capacity to provide backup vehicle(s) to provide the transportation services required under this contract in the event of any breakdowns of its regular scheduled buses that are put out of service, in the manner to avoid any disruption in the required service. Any occurrence of such a breakdown shall be reported immediately to the Contract Administrator.

C.5.24 All prospective contractors responding to this solicitation must document in writing with their bids, their capability and capacity to meet the requirements outlined in Sections C.5.1 through C.5.23 of this solicitation to be considered responsive and responsible.

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 March 2007. (Attachment J.1)

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 March 2007. (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

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.9	Bus Schedule	1	Hard Copy/ Soft Copy	Weekly on Fridays
C.5.16	Standardized Trip Tickets	1	Hard Copy/ Soft copy	Weekly on Fridays
C.5.6	Daily List of pupils transported in the morning and the evening	1	Hard Copy/ soft copy	Daily
C.5.17	Monthly Report of the number of pupils transported and the Schools	1	Hard Copy/ Soft Copy	Monthly
C.5.19	Bus Preventive Maintenance program Report	1	Hard Copy/ Soft Copy	Upon Request
C.5.11.2 C.5.11.8 C.5.12.1 C.5.12.5	Copy of Health Report for drivers and attendants (aides)	1	Hard Copy/ Soft Copy	One week before start of contract

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 30th 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:

Original: District of Columbia Public Schools
Division of Finance, Accounts Payable
1200 First Street, NE, 11th Floor
Washington DC 20002
Telephone: (202) 442-5255

Duplicate: The Contract Administrator named in Section G.9 of this contract.

- 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;

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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 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 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods 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 at least \$1,000 or 50 percent of the total contract price.

G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

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

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.3 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:

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- "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and

c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) 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:

Ms. Glorious Bazemore
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE, 11th Floor
Washington DC 20002
Telephone: (202) 442-5112
Facsimile Number: (202) 442-5634/5093
E-mail address: glorious.bazemore@dc.gov.

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT 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 prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

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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:

Michael Quander
Program Coordinator
District of Columbia Public Schools
Office of Federal Programs and Grants
1200 First Street, NE
Washington DC 2002
Telephone Number: (202) 535-1279
Facsimile Number: (202) 535-2256
E-Mail Address: Michael.quander@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 shall 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:

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- 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. 05-2103 (Rev. -12) dated 06/25/2013, (<http://www.wdol.gov/sca.aspx>), 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 exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 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, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and

(d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

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- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises 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 certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified 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.9.2 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. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

- H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility Described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and 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 clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 AUDITS AND RECORDS:

- H.10.1** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.10.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall

maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, offices or other facilities or parts of them, engaged in performing the contract.

H.10.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.10.4 Comptroller General

H.10.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.4.2 This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.10.6 Availability. The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.10.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

- (a) Bus Drivers;**
- (b) Bus Attendants**

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

H.112.3 Bus Drivers.

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;

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

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

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- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.X.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

- H.11.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.11.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.
- H.11.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.11.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.11.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.11.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.12 CONTRACTOR RESPONSIBILITIES

The Contractor shall maintain copies of all the driving records of its drivers; the background investigation reports of all the drivers and attendants who are providing services in the performance of this contract; and all other responsibilities as set forth in Section C of this contract.

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 March 2007 ("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 all official School Days.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

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- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:
- RESTRICTED RIGHTS LEGEND**
Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and
- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or

agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.
- I.5.11** 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.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** 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.

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.

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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. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.
6. 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 \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
7. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
8. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
9. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000.00 in coverage per incident and \$1,000,000.00 aggregate.
10. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense

of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

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

Ms. Glorious Bazemore
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE, 11th Floor
Washington DC 20002
Telephone No.: (202) 442-5112
Facsimile No.: (202) 442-5634/5093
E-mail address: glorious.bazemore@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 bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB 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
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.13 CONTINUITY OF SERVICES

I.13.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a

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successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.13.1.1 Furnish phase-out, phase-in (transition) training; and
- I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.13.2 The Contractor shall, upon the CO's written notice:
 - I.13.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and
 - I.13.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.13.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.13.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination WD 05-2103
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeree Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	List of Sending and Receiving Schools (2 pages)
J.10.	Preliminary SY 13-14 Choice Routes and Times (1 page)
J.11.	List of DCPS Schools and Addresses (7 pages)
J.12.	Sample Bus Route Trip Ticket (1 page)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

K.1 Definitions. As used in this provision:

K.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.6 Individual: means a bidder/contractor that has no more than one employee including the bidder/contractor.

K.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

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

- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.2.(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.2.(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.2.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.3.(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.(1) through K.2.(6) of this clause.

K.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.2 or K.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid. If one entity cannot supply all the required

services or subcontract with an organization that can cover the remaining services, DCPS will award multiple bids with the intent of arriving at the lowest combined cost.

L.1.3 PRE-BID CONFERENCE

- (a) A pre-bid conference will be held at 11:00 AM on Monday, August 12, 2013 at the District of Columbia Public Schools, Office of Contracting and Acquisition, 1200 First Street, NE, 11th Floor, Washington 20002 in the Conference Room (Room 1112). Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the Conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidders attendance can be properly recorded.
- (b) Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five (5) working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidders' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, a bidder must submit its bid via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.5** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted into the District's E-Sourcing system no later than August 16, 2013, at 12:00 Noon. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the District's E-Sourcing system at any time before the closing date and time for receipt of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Late Submissions

The District's E-Sourcing system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

L.6.2 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective bidder should submit questions no later than five (5) days prior to the closing date

and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of bids. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.9 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.11 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of bidder;

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 BID OPENING

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

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Ms. Glorious Bazemore
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE, 11th Floor
Telephone Number: (202) 442-5112
Facsimile (202) 442-5634/5093
E-Mail Address: glorious.bazemore@dc.gov.

L.15 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

DCPS Choice Transportation Program

- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

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

- M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the

bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

- M.1.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

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

M.2 EVALUATION OF OPTION YEARS

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