

 <b>SOLICITATION, OFFER, AND AWARD</b> Government of the District of Columbia				1. Caption		Page 1 of 68 Pages															
				DCPS Study Aboard Services		1	68														
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market													
TBD		GAGA-2023-R-0067		X Sealed Proposals (RFP)		December 11, 2022		X Open													
								Set Aside													
								Open with Sub-Contracting Set Aside													
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002				8. Address Offer to:  <a href="mailto:dcpsoca.inquiries@k12.dc.gov">dcpsoca.inquiries@k12.dc.gov</a>																	
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"																					
<b>SOLICITATION</b>																					
9 Offers for Furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, <b>No later than 2:00pm EST Thursday, December 29, 2022</b>																					
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.																					
10. For Information Contact	A. Name			B. Telephone Number			C. E-mail Address														
	Ameer M. Abdullah, Sr.			Phone 202-724-1501			<a href="mailto:ameer.abdullah@k12.dc.gov">ameer.abdullah@k12.dc.gov</a>														
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<b>OFFER</b>																					
12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and 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(s)		Date		Amendment Number		Date											
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract																	
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date													
(Area Code)	(Number)	(Ext)																			
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>																					
19. Accepted as to Items numbered				20. Amount			21 Accounting and Appropriation Data														
22. Name of Contracting Officer (Type or Print)						23. Signature of Contracting Officer (District of Columbia)		24. Award Date													

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

- B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Teaching and Learning (OTL) is seeking multiple contractors to provide educational travel services for students under the DCPS Study Abroad Program, accommodating a minimum of 8 tour groups with between 10-20 middle and high school student travelers, 2-4 adult educators called “Travel Ambassadors,” and adult aides/translators if applicable, on private, short-term global education tours abroad and in the USA.
- B.2** The District contemplates a multi-award Indefinite Delivery – Indefinite Quantity (IDIQ) Contract type in accordance with 27 DCMR Chapter 24.
- B.2.1** The contract(s) will be awarded to the responsible contractor(s) whose offer(s) will be the most advantageous to the DCPS, price and other factors considered and pursuant to this Request for Proposal GAGA-2023-R-0067

**B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 12 trips for middle and high school students for DCPS Study Abroad (CLIN 0001). The District will order at least the minimum of one (1) and maximum quantity of twelve (12) trips per vendor. Each trip consists of a minimum of ten (10) travelers and a maximum of twenty (21) travelers. The district may select one vendor to offer all trips or may select multiple vendors to offer different trips.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after **September 30, 2023**.

**SCHEDULE FOR BASE YEAR – IDIQ**

Prospective offeror(s) shall submit all the line items for the trips the Offeror **wishes to be considered**.  
Service

DCPS Study Abroad will select one location within 10 hours driving distance-chartered bus as an equity option for students who are unable or unwilling to travel by air.

**B.4.1 BASE YEAR**

<b>No.</b>	<b>Item Description</b>	<b>Price Per Unit (Students and TAs)</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price (Unit price x minimum quantity)</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price (Unit price x Maximum quantity)</b>
1	<b>Domestic Location within 10 hours driving distance</b> Cultural Immersion, Language Immersion, or STEM	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
2	<b>Puerto Rico, Lake Superior, or Arizona</b> Cultural Immersion, Service Learning, STEM, or Language Immersion	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
3	<b>West African Location (Ghana or Senegal)</b> Language Immersion, Cultural Immersion, STEM, or Service Learning	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
4	<b>Morocco</b> Cultural Immersion, Service Learning, or STEM	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
5	<b>Costa Rica</b> Language Immersion, Cultural Immersion, STEM, or Service Learning	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
6	<b>Canada</b>		12 (travelers)	\$ _____	21 (travelers)	\$ _____

	Cultural Immersion, STEM, Language Immersion, or Service Learning	\$ _____ (per traveler)				
7	<b>Ecuador</b> Language Immersion, Cultural Immersion, STEM, or Service Learning	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
8	<b>France</b> Language Immersion, Cultural Immersion, STEM, or Service Learning	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
9	<b>Peru</b> Language Immersion, Cultural Immersion, STEM, or Service Learning	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
10	<b>Travel Protection Plans (L.2.3.5)</b>	\$ _____ (per traveler)	12 (travelers)	\$ _____	21 (travelers)	\$ _____
<b>Grand Total for B.4.1</b>				\$ _____		\$ _____

**Each price per unit shall include the following price breakdown in a separate attachment:**

- Roundtrip airfare for all international tours and domestic tours greater than ten hours driving distance from Washington, DC
- Private chartered bus transport for domestic tours within ten hours driving distance from Washington, DC
- Baggage fees
- Three meals per day (including travel days) for all travelers
- Access to clean drinking water every day for all travelers on tour
- Snacks for all travelers on tour every day
- Travel insurance
- Accommodations
- Entrance/activity fees on tour, including tipping
- Miscellaneous
- All transportation while on tour
- Medical co-pays and related expenses for healthcare access
- Any COVID-19 testing required to re-enter mainland United States

**\*\*The Offeror shall provide price breakdown for each Item Description for which the Offeror wishes to be considered.**

**B.4.1.2** Offerors can submit prices for any or all of the trips. However, Offerors who include New York or another trip location within 10 hours of Washington, DC via Chartered Bus will receive preference. Travel via coach bus is required for one location as an equity option for students who are unable or unwilling to travel via air.

#### **B.4.2 OPTION YEARS PRICES**

Option year prices will be included via request in the preliminary written notice of option year extension and subsequent bilateral modification. Prices for projected years are not included due to volatile environmental factors such as flights, accommodations, etc.

**B.5** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

**B.6** For contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

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

#### **B.7 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY:**

- (a) The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the district government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- (b) The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

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

The District of Columbia Public Schools (DCPS) Global Education team seeks an educational travel contractor(s) that can tailor its programming to meet the unique needs of the DCPS Study Abroad program, and whose staff has the professionalism, experience, expertise, and cultural competency necessary for creating positive global travel learning experiences for diverse groups of travelers. For School Year 2022-2023, the selected contractor(s) shall support DCPS Study Abroad in planning and executing approximately 10 fully funded learning tours, supporting at least 120 student travelers and at least 26 adult chaperones called "Travel Ambassadors," with travel to international and domestic destinations, between June 28, 2023, and July 18, 2023.

**C.2 APPLICABLE DOCUMENTS:**

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

<b>Item No.</b>	<b>Title</b>	<b>DATE</b>	<b>Location</b>
1	DCPS Study Abroad Student Code of Conduct	Aug 2019	OTL
2	DCPS Study Abroad Travel Ambassador Code of Conduct	Oct 2019	OTL
3	DCPS Field Trip Permission Form	Current	OTL
4	DCPS Field Trip and Student Travel Directive	Current	OTL
5	Student Access to Treatment Act	Current	<a href="#">DC Code</a>
6	US Department of State and Center for Disease Control Guidelines	Current	<a href="#">CDC</a>
7	Individuals with Disabilities in Education Act (IDEA)	2004	<a href="#">US DOE</a>
8	The Family Educational Rights and Privacy Act of 1974 (FERPA)	2001	<a href="#">US DOE</a>
9	US Department of State Travel Alerts, Warnings, and Advisories	Current	<a href="#">US DOS</a>

**C.3 DEFINITIONS:**

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

**C.3.1 Certificate 3 (C3):** Students who are pursuing a Certificate of Individualized Education Plan (IEP) Completion and not a Diploma, who are at an advanced (third) stage of their academic career, are classified as Certificate 3 or "C3" students. Traditionally, these students have impactful cognitive disabilities and are diagnosed with Intellectual Disabilities and Autism Spectrum Disorder. The accommodations for these students vary widely, and are dependent on the individual needs of the student. However, broadly, both disabilities deal primarily with cognitive functioning and communication deficits, so accommodations often involve the use of an assistive technology device (i.e., an iPad) to communicate, one-on-one instructional support, explicit guidance on how to complete a specific task (i.e., navigating independently, purchasing something, and awareness of social norms).

- C.3.2 Cultural Immersion:** Cultural Immersion tours expose students to other cultures, through guided tours of historic and significant sites, visits to museums, and more. Cultural Immersion tours offer students a broad view of a country’s culture, with exposure to its language and interactions with locals. Cultural Immersion tours help students understand their identity as global citizens by introducing them to global issues and global perspectives.
- C.3.3 Domestic:** Domestic tours allow DCPS Study Abroad to provide inclusive global travel learning opportunities to all students. Domestic tours help students identify local global connections, by exploring the influences of various cultures and peoples on cities in the USA.
- C.3.4 IAD Airport:** Another name for Dulles International Airport (DIA) is IAD
- C.3.5 Language Immersion:** Language Immersion tours focus on increasing students’ exposure to and proficiency in world languages. These tours give students authentic opportunities to practice their world language skills in real-life situations. Language Immersion tours develop students’ ability to communicate effectively as global citizens.
- C.3.6 Opportunity Academy:** As part of its commitment to ensuring that overage, under-credited high school students are on a path to graduation, DCPS provides individualized, dedicated support in specialized schools called Opportunity Academies, to ensure students are on a path toward graduation and provided formalized social-emotional learning and post-secondary readiness support. Opportunity Academies have also been called “alternative schools.”
- C.3.7 Service Learning:** Service Learning tours target global citizenship by giving students an opportunity to take action by engaging in meaningful community service, in partnership with local organizations and community leaders. Service learning tours should be mutually beneficial for both the local community, who receive needed support on critical projects and host visitors who are interested in learning about local culture, and for visiting travelers, who learn about new cultures and practice responsible development and partnership.
- C.3.8 STEM:** STEM tours target global citizenship by focusing on global issues that are being addressed by science, technology, engineering, and mathematics.
- C.3.9 Study Abroad Online:** A secure web-based platform, accessible only to DCPS students and select staff including Travel Ambassadors, which houses student applications, documents, and data.
- C.3.10 Tour/Trip Start:** For tours departing via plane, tour/trip start time is 3 hours prior to scheduled flight time. For all other tours, tour/trip start time is 1 hour prior to scheduled ground departure.
- C.3.11 Travel Ambassador (TA):** Educators, usually school-based, who apply and are selected to serve the DCPS Study Abroad program. Travel Ambassadors complete mandatory training for their role, and they report to the DCPS Global Education team. Travel Ambassadors are responsible for recruiting, helping to select, preparing, and leading students on DCPS Study Abroad tours. They are also responsible for student document collection, family engagement, and alumni support. Travel Ambassadors recruit, select, and support students in their school with connecting to and remaining engaged with DCPS Study Abroad. While Travel Ambassadors recruit and engage students from their schools, they lead trips that include students from multiple schools.

**C.3.12 Travel days:** The first and final days of the tour on which the group both departs Washington, DC (“DC”) and departs their destination to return to DC.

#### **C.4 BACKGROUND:**

DCPS believes every student deserves a world of possibilities; for this reason, DCPS developed a study abroad program. DCPS Study Abroad is the nation’s first fully funded district-wide global travel program of its size, for students at the K-12 level in a public school system. DCPS establishes a contract(s) with an educational travel contractor(s) that can work to tailor its programming to meet the unique needs of DCPS Study Abroad and whose staff has professionalism, expertise, and cultural competency necessary for creating positive travel experiences for diverse groups of travelers, including travelers of color; LGBTQ+ travelers; travelers with disabilities; travelers of various national origin; travelers of various religions; and first-time, first-generation travelers.

DCPS Study Abroad engages educators, students, and families in Washington, DC from August – June; travel for students and educators occurs in the summer, from June –July, with international and domestic destinations. At least one of the destinations needs to be within ten (10) hours driving distance via private coach from Washington, DC for middle school travelers and one (1) for high school travelers. Domestic destinations in the USA must have global connections. Domestic locations can include those that are accessible via private chartered bus within ten (10) hours from Washington, DC and locations that are accessible by air for distances longer than ten (10) hours driving from Washington, DC. DCPS Study Abroad prefers a diverse range of travel destinations, given our language requirements, and aims to plan tours to locations that allow students to experience that represent the diverse cultures and languages studies by DCPS students. DCPS Study Abroad helps ensure that young global citizens have access to global experiences, so that travel becomes the expectation rather than the exception for students. DCPS students in 8th grade, 11th grade, Certificate 3 special education programs, and Opportunity Academies who are studying a World Language are eligible to apply for short-term study abroad programs targeting language immersion, cultural immersion, STEM, and service learning. Since 2016, DCPS Study Abroad has provided fully funded travel opportunities to over 1,500 students and educators, and approximately 1,000 students have received a passport at no cost through the program.

**C.4.1** All DCPS Study Abroad trips are fully funded, including airfare, meals, lodging, insurance, and activities on tour. Aid for students with significant financial need who require support to obtain necessary travel supplies is available upon request. All travelers must obtain vaccines, including the COVID-19 vaccination, prior to trip departure, and obtaining necessary travel documents and permissions is funded by DCPS for students. DCPS Study Abroad trips occur in the summer and last, on average, between five to seven days for domestic trips and eight to twelve days for international trips.

**C.4.2** School-based DCPS employees with an interest in global education and travel can apply to be Travel Ambassadors, who will recruit, prepare, and lead students on global travel with DCPS Study Abroad. Travel Ambassadors are highly trained for their role and are vital to the success of the DCPS Study Abroad program. DCPS Study Abroad maintains a minimum ratio of at least



one (1) Travel Ambassador for every ten (10) students; trips usually include three (3) Travel Ambassadors for fifteen (15) students, or two (2) Travel Ambassadors for ten (10) students.

- C.4.3** Every student traveler is required to participate in pre-departure trainings with their trip leaders, abide by their trip's itinerary, and develop a post-travel "Making Global Local" project about their time abroad. Students' Making Global Local project will be shared and celebrated with their school and community in the fall following their trips.

#### **Timeline for Services**

- C.4.4** The DCPS Study Abroad program recruits Travel Ambassadors and student participants from September to November, completes student selection from December to January, and announces student application decisions in mid-January. Students accepted to DCPS Study Abroad learn their trip assignment when they are welcomed to the program and given their trip assignment and tour's tentative itinerary in mid-January.
- C.4.5** The DCPS Global Education team oversees DCPS Study Abroad and, therefore, reviews and approves all itineraries and any itinerary changes for DCPS Study Abroad tours. Educational travel contractors contracted for the program provide the DCPS Global Education team with daily itineraries, which provide an overview of tour activities alongside any practical alternative activities, for each tour. A summary of all high-risk activities that may be included, along with safety provisions in place for each activity, is also required for each tour.
- C.4.6** Between February and June, students engage in pre-departure preparations, which include obtaining parental permission and completing enrollment paperwork, applying for necessary travel documents, beginning their Making Global Local projects, and attending mandatory pre-departure meetings with their Travel Ambassadors and fellow travelers. There is a waitlist for DCPS Study Abroad, so the roster of student travelers can and does change between January and May, approximately six weeks before the first trip departs. The DCPS Global Education team, which oversees DCPS Study Abroad, confirms final roster assignments with educational travel contractors by April 21, 2023.
- C.4.7** All DCPS Study Abroad trips take place in summer, between June and July. The travel window for the 2022-2023 School Year shall be June 28, 2023 – July 18, 2023. Domestic trips last between five and seven days and international trips last between eight and twelve days. Final itemized itineraries for all tours, which outline details and times for all daily activities and potential alternative activities on tour, shall be due from educational travel contractors to the DCPS Global Education Team by May 5, 2023. After travel, students, and Travel Ambassadors complete surveys to reflect on their experience. Students must complete and submit their Making Global Local projects in August, and they are invited to present publicly in September.

#### **C.5 REQUIREMENTS:**

DCPS seeks educational travel contractor(s) for DCPS Study Abroad who can meet the following project requirements/specifications:

**C.5.1 Program Management and Personnel Requirements**

- C.5.1.1** The Contractor shall possess at least ten (10) years of experience supporting short-term international and/or domestic educational travel for middle and high school students and can demonstrate expertise in the region of travel. at a scale of on average, at least 5,000 students per year.
- C.5.1.2** The Contractor shall agree to uphold the DCPS Study Abroad Travel Ambassador Code of Conduct and Student Code of Conduct and understands that these Codes of Conduct take precedence over any rules or conduct expectations that the Contractor may have.
- C.5.1.3** The Contractor shall agree and maintain its staff, including contracted staff and staff at partner organizations and/or associates, will under no circumstance chaperone or supervise DCPS students without at least one DCPS staff person present and agree to work with Travel Ambassadors to ensure students are chaperoned by at least one DCPS staff person at all times.
- C.5.1.4** The Contractor shall provide at least one (1) professional, full-time and dedicated tour guide (sometimes called “Tour Director” or “Program Director”) for each tours. All tour guides must be bilingual in English and the target language for learners on tour.
- C.5.1.5** The Contractor shall cover all entrances and activity fees on tour, and tipping, as applicable.
- C.5.1.6** The Contractor shall cover miscellaneous costs, including but not limited to all in-country transportation, as applicable.
- C.5.1.7** The Contractor shall provide trip protection insurance with options that include trip modifications and cancellation coverage.
- C.5.1.8** The Contractor shall accommodate groups of ten (10) students, groups of twenty (20) students and groups between ten (10) and twenty (20) DCPS students in 8<sup>th</sup> grade, 11<sup>th</sup> grade, Certificate 3 special education programs, and/or attending Opportunity Academies, chaperoned by two (2) to four (4) Travel Ambassadors on private global education tours. The Contractor shall accommodate smaller groups, including groups of fewer students and/or more adults, as requested by DCPS.
- C.5.1.9** The Contractor shall identify and dedicate at least one (1) staff member who can be the primary headquarters point of contact for all matters concerning the DCPS Study Abroad program.
- C.5.1.10** The Contractor shall have dedicated 24/7/365 emergency response support with the ability to take phone calls from travelers and respond to emergencies on tour, as well as take phone calls from travelers’ families and relay emergencies reported from travelers’ homes. This support shall also include flight coordination and support in case of missed, cancelled, or delayed flights.
- C.5.1.11** The Contractor shall not have been challenged by DCPS Global Education for misappropriation of funds, contract violation, or other grievance related to the DCPS Study Abroad program or other student travel programs.

**C.5.2 Tour Planning and Booking Requirements**

**C.5.2.1**The Contractor shall plan private, high-quality, and engaging educational trips for DCPS Study Abroad, within the District's specified travel date window. Tours on the educational trips shall be all-inclusive, planned activities shall be meaningful and robust, and free time on tour shall be minimized as much as possible.

**C.5.2.2**The Contractor shall ensure that all DCPS Study Abroad tours are focused on language immersion, STEM, service learning, and/or cultural immersion.

**C.5.2.3**The Contractor's domestic destinations must have clear global connections.

**C.5.2.4**The Contractor shall secure group flights to and from BWI, DCA, and/or Dulles International (DIA or IAD) airports with airlines that meet Federal Aviation Administration (FAA) standards.

**C.5.2.5**The Contractor shall book flights prioritizing the following, in order:

- 1) ability to accommodate the entire group on a single flight,
- 2) lowest total travel time possible,
- 3) price, and
- 4) departure time between the hours of 8:00 AM EST and 9:00 PM EST.

**C.5.2.6**The Contractor shall work to ensure travel groups are seated as closely together as possible on flights.

**C.5.2.7** In the event of a flight delay, rerouting, cancellation, or similar disruption that causes travelers to miss their scheduled return-trip shuttle from the airport to the designated family pick-up location, the Contractor shall provide ground transportation for the group from the airport(s) of return to the dedicated family pick-up location.

**C.5.2.8**The Contractor shall complete and return templates provided by DCPS Global Education, summarizing domestic travel bookings and hotel reservations, at least 6 weeks before the departure date for each tour.

**C.5.2.9**The Contractor shall confirm final travel dates for domestic and international tours by April 3, 2022.

**C.5.2.10**The Contractor shall submit e-tickets and schedules for all flights for domestic tours to DCPS Global Education upon booking, or at least 6 weeks before the departure date for each tour.

**C.5.2.11**The Contractor shall submit to DCPS Global Education driver contact information and pick-up and drop-off schedule for private chartered buses for domestic tours upon booking, or at least 6 weeks before the departure date for each tour.

**C.5.2.12**The Contractor shall confirm hotel names, addresses, and telephone numbers with DCPS Global Education, upon booking, or at least 6 weeks before the departure date for each tour.

- C.5.2.13** The Contractor shall identify and summarize for the DCPS Global Education team in advance any travel day expense, including meals during travel which may not be provided by airline and/or which may be missed due to flight path; any baggage fees not payable in advance to airlines and necessary in order for each traveler to bring one checked bag weighing 50 lbs. or less, one carry-on item, and one personal item; and any country-specific entrance or exit fees requiring on-site payment by the traveler.
- C.5.2.14** The Contractor shall provide to Travel Ambassadors, checks in advance to fund purchases related to travel-day expenses, as defined in C.5.2.13. The Contractor shall provide a summary of these travel day expenses, check amounts, and designated recipients to DCPS Global Education in advance of any outreach/ mailing to Travel Ambassadors.
- C.5.2.15** The Contractor shall provide advanced (beyond basic) travel protection plans that can be purchased for an additional amount by DCPS if a trip needs to be canceled or postponed.
- C.5.3 Traveler Wellbeing and Accommodation Requirements**
- C.5.3.1** The Contractor shall accommodate travelers with physical, cognitive, and/or emotional disabilities and other such special needs typically addressed by educators through Individualized Education Plans (IEPs) and 504 plans. All tours must meet the diverse physical, socioemotional, and academic needs of all learners.
- C.5.3.2** The Contractor shall provide three (3) healthful and culturally-representative meals per traveler per day. On travel days, the Contractor shall provide all meals expected (i.e. breakfast, lunch, and/or dinner) once travel has begun, with the expectation being that all travelers eat three meals a day.
- C.5.3.3** Breakfast and meals on travel days are the only meals which shall take place in hotels; the Contractor shall arrange for all other meals to be served in local restaurants, markets, or with vetted local hosts.
- C.5.3.4** The Contractor shall provide access daily to snacks and potable drinking water for all travelers on each tour.
- C.5.3.5** The Contractor shall accommodate travelers' dietary practices, allergies, and restrictions, when they are disclosed in advance of travel. In the event that a dietary practice, restriction, or allergy is not disclosed in advance of travel, the Contractor shall make every reasonable effort possible to accommodate the traveler.
- C.5.3.6** The Contractor shall ensure that all of the meals and snacks the Contractor organizes contain at least one (1) source of protein from plants and/or animals; and halal, kosher, vegetarian, and vegan meals contain a source of protein suited to that dietary practice. Examples of acceptable sources of protein include: beef, pork, poultry, eggs, fish and other seafood, beans, lentils, chickpeas, dairy, nuts, and/or soy.
- C.5.3.7** The Contractor shall ensure that all meals and snacks it organizes contain at least one (1) source of carbohydrates; halal, kosher, vegetarian, and vegan meals shall contain a source of carbohydrate suited to that dietary practice. Examples of acceptable sources of carbohydrates

include: fresh fruit, dried/dehydrated fruit, plantain, potatoes, yucca/cassava, yams, corn, rice, pasta, barley, cereals, oats, breads, crackers, quinoa, couscous, and granola.

- C.5.3.8** The Contractor shall provide travel insurance, which includes access to healthcare, emergency repatriation, and emergency family reunification for each traveler on the tour.
- C.5.3.9** The Contractor shall pay upfront medical costs on behalf of travelers up to \$25,000.00 per traveler per occurrence, and shall immediately report and justify these expenses to the Contract Administrator. The Contractor may seek reimbursement from DCPS for on-tour medical expenses by following the District's proper procurement and invoicing procedures and shall submit all invoices by **July 31, 2023**.
- C.5.3.10** The Contractor shall secure group accommodations at safe, sanitary hotels, owned and operated independently and separately from the Contractor, with a class rating of at least three (3) stars.
- C.5.3.11** The Contractor shall ensure student and adult travelers are roomed separately, but as close as possible within the same building.
- C.5.3.12** The Contractor shall book rooms that avoid bed-sharing as the default option for all tours, and the Contractor agrees to provide written justification to DCPS in the event that bed-sharing becomes necessary due to hotel overbooking or other unforeseen circumstances while on tour. Room-sharing between travelers of the same gender identity is acceptable. In the event that bed-sharing becomes necessary, the Contractor agrees that only DCPS students of the same gender identity may share beds and the Contractor shall guarantee that shared beds are double beds or larger. Furthermore, the Contractor shall accommodate any individuals who request an exemption from bed-sharing and the Contractor shall provide those individuals with a private room in the group's hotel, a roll-away bed, or a cot, at the Contractor's expense.
- C.5.3.13** The Contractor shall book rooms for Travel Ambassadors. If necessary, only two Travel Ambassadors of the same gender identity may share a room. The Contractor shall provide an individual room for a Travel Ambassador if there is not another Travel Ambassador of the same gender identity on that trip. The Contractor shall offer Travel Ambassadors and any other adult DCPS staff on tour (such as dedicated aides, translators) booked in shared rooms the option to upgrade to a single room, space permitting, at their own expense.

### **Itinerary Development and Execution Requirements**

- C.5.4.1** Using templates provided by DCPS, the Contractor shall provide hourly, day-by-day itineraries that outline tour activities and any potential alternative activities for each tour. The Contractor shall provide a tentative itinerary for each tour with its proposal submission. The Contractor shall provide a confirmed and final itinerary for each tour no later than **May 5, 2023**.
- C.5.4.2** The Contractor shall execute the agreed upon itinerary for each tour. Travel Ambassadors cannot request itinerary changes without prior approval from DCPS Global Education. The Contractor shall contact DCPS Global Education staff and seek and receive approval from DCPS Global Education of any itinerary changes prior to the Contractor enacting any itinerary changes.

- C.5.4.3**The Contractor shall provide a suggested packing list containing essential weather, climate, and cultural information based on the tour's itinerary, for every tour selected by DCPS.
- C.5.4.4**The Contractor shall provide a summary of all high-risk activities that could be executed on tour and safety provisions associated with those, including but not limited to, all water activities, animal-related activities, zip-lining, hiking, biking, and skating. The Contractor shall ensure a certified lifeguard is present for all water-related activities, including but not limited to, beach excursions, waterfall hikes, and hotel pool swimming.
- C.5.4.5**The Contractor shall provide the DCPS Global Education team with daily itineraries, which provide an overview of tour activities alongside any practical alternative activities, for each tour. A summary of all high-risk activities that may be included, along with safety provisions in place for each activity, is also required for each tour.

**C.5.5 Traveler Enrollment and Engagement Requirements**

- C.5.5.1**The Contractor shall identify and share copies of/templates for all necessary deliverables requested from DCPS, including student enrollment procedures. The Contractor shall work with DCPS to proactively determine mutually agreeable deadlines for collecting these deliverables. The Contractor shall adapt its enrollment process(es) and paperwork/forms according to DCPS requirements and requests.
- C.5.5.2**The Contractor shall share with and seek DCPS Global Education approval in advance of any desired or planned communications between Contractor and DCPS Study Abroad affiliates (Travel Ambassadors, DCPS educators, students, families, DCPS school administrators). The Contractor shall provide a summary and calendar for any proposed communications with DCPS affiliates.
- C.5.5.3**The Contractor shall provide in advance to DCPS Global Education a sample mailing of any physical promotional/supplemental materials the Contractor wishes to share with travelers and seek and receive DCPS Global Education's permission prior to sending the mailing.
- C.5.5.4**The Contractor shall refrain from advertising its services in DCPS schools without prior authorization from DCPS.
- C.5.5.5**The Contractor shall refrain from capturing feedback, data, images, video, media, or other artifacts from DCPS Study Abroad tours for the purposes of evaluation, marketing, or promotion. Any feedback requests for the purpose of program evaluation must be requested through DCPS Global Education. The Contractor shall not seek this information from another source in DCPS, including Travel Ambassadors.
- C.5.5.6**The Contractor shall be transparent with the DCPS Central Office staff about all interactions with DCPS schools and affiliates and the Contractor shall include appropriate DCPS staff on all communications with Travel Ambassadors and with other stakeholders.
- C.5.5.7**The Contractor shall confirm with the DCPS Global Education team a roster of travelers for each trip, listing the names of all students and travel Ambassadors assigned to trip, via Secure File Transfer Protocol (SFTP). DCPS Study Abroad maintains a waitlist, so rosters will change on an

ongoing basis until **April 21, 2023**. After **April 21, 2023**, DCPS understands the Contractor does not necessarily have the ability to replace travelers who withdraw from the program, so slots allocated to travelers who withdraw after this time may have to be cancelled; if possible, the Contractor shall refund cancelled slots to DCPS.

**C.5.5.8** If invited by DCPS Global Education, the Contractor shall participate in trip-specific pre-departure meetings for students and families, via virtual platform or by sending a staff member in-person, to educate students and families about the Contractor's philosophy of travel, destination- and itinerary-specific information, and what to expect on tour.

**C.5.5.9** If invited by DCPS Global Education, the Contractor shall facilitate Travel Ambassador trainings, including meetings, check-ins, webinars, and/or conferences.

**SECTION D: PACKAGING AND MARKING**

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



**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number *six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period from Date of Award, through September 30, 2023.

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

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five 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:

No.	Deliverables	Quantity	Format/Method of Delivery	Due Date
1	IP address to establish a Secure File Transfer Protocol (SFTP) with DCPS (C.5.5.7)	One	E-mail to CA	January 30, 2023
2	Identify and share copies of/templates for all necessary deliverables due from DCPS, including student enrollment procedures (C.5.5.1)	N/A	E-mail to CA	February 3, 2023
3	Incorporate DCPS feedback on copies of/templates for all necessary deliverables due from DCPS, including student enrollment procedures (C.5.5.1)	N/A	E-mail to CA	February 8, 2023

4	Attend Travel Ambassador Spring Training and present a 60-minute session <b>(C.5.5.9)</b>	Once	Presentation and email	February 8, 2023, and email session plan and presentation materials two weeks in advance of Travel Ambassador Spring Training to CA
5	Initial rosters for all tours due from DCPS to Contractor <b>(C.5.5.7)</b>	One per tour	DCPS confirms initial rosters for each tour with Contractor via SFTP	February 10, 2023
6	Implement enrollment process for students and Travel Ambassadors <b>(C.5.5.1, C.5.5.2, C.5.5.6)</b>	One per tour	Email to CA to verify enrollment	February 10, 2023 – April 21, 2023
7	Sample mailing <b>(C.5.5.3)</b>	Optional	Email to CA to deliver sample mailing	Postmark date: March 1, 2023
8	Pre-Departure Meeting <b>(C.5.5.9)</b>	minimum of one meeting per tour	Attendance	February 8, 2023 March 22, 2023 April 26, 2023 June 7, 2023
9	Confirm travel dates for all tours <b>(C.5.2.9)</b>	One per tour	E-mail to CA	April 3, 2023
10	Final rosters for tour <b>(C.5.5.7)</b>	One per tour	SFTP	April 21, 2023
11	Provide emergency contacts and phone numbers for each tour <b>(C.5.1.10)</b>	One per tour	Email to CA	May 5, 2023
12	Summary of travel day expense funds distribution plan, including amount of funding, justification for the expense, and the designated Travel Ambassador recipient <b>(C.5.2.13, C.5.2.14)</b>	One	Email to CA	May 5, 2023
13	Make and confirm all travel-related bookings and submit final itineraries and flight information <b>(C.5.2.1, C.5.2.2, C.5.2.3, C.5.2.4, C.5.2.5,</b>	One per tour	Email to CA	May 5, 2023

	<b>C.5.2.6, C.5.2.7, C.5.2.8, C.5.2.9, C.5.2.10, C.5.2.11)</b>			
14	Vendor mailings to Travel Ambassadors complete and received (C.5.1.10, C.5.2.13, C.5.2.14, C.5.5.3)	For all tours serviced	Email confirmation to CA	June 2, 2023

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

**SECTION G: CONTRACT ADMINISTRATION****G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

Should be based upon Section B -Price Schedules and Section F-Deliverables.

**G.4.1 PARTIAL PAYMENTS**

Unless otherwise specified in the contract, payment will be made on partial deliveries of goods and services accepted by DCPS 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:
  - I. Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery timelines in Section B.4 and Section F.3; and
  - II. 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.

All partial payments are contingent on the presentation of a properly executed invoice by Contractor.

## **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 because 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 ACT**

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

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

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

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

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

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

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

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product.

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

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

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

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the 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 at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product.

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 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:

**LaVeta Hilton**  
**Deputy Chief Procurement Officer**  
**District of Columbia Public Schools**  
**Office of the Chief Resource Strategy Officer**  
**Contracts and Acquisitions Division**  
**1200 First Street, NE 9th floor**  
**Washington, DC 20002**  
**Phone: (202) 442-5136**  
**Email: [LaVeta.hilton@k12.dc.gov](mailto:LaVeta.hilton@k12.dc.gov)**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable.
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and



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

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

**Kirsten Hagen**  
**Manager, Global Education**  
**Office of Teaching and Learning**  
**Social Emotional Academic Development**  
**District of Columbia Public Schools**  
**1200 First Street, NE, 8<sup>th</sup> floor, Washington, DC 20002**  
**Email: [kirsten.hagen@k12.dc.gov](mailto:kirsten.hagen@k12.dc.gov)**

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

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

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

## **G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created because of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision 24, dated 06/27/2022**, 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 **clause 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 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

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

- (1)** Pay;
- (2)** Accumulated seniority and retirement;
- (3)** Benefits; and

(4) Other applicable service credits;

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

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

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

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

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

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

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

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies

the individual for the job; or

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

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

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

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

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

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

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

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

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

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

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 ADVISORY AND ASSISTANCE SERVICES**

**H.6.1** This contract is a “non-personal services contract.” The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **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](http://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](http://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 eminent 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 fulltime 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;
- (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 all contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

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

Each subcontracting plan shall include the following:

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

### **H.9.3 Copies of Subcontracts**

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

### **H.9.4 Subcontracting Plan Compliance Reporting**

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

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

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

### **H.9.5 Annual Meetings**

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

### **H.9.6 Notices**

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

### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**



**H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.
  - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
  - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**H.11 DISTRICT RESPONSIBILITIES**

See Section C

**H.12 CONTRACTOR RESPONSIBILITIES**

See Section C

**H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.13.1** 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 all employees that will have access to DCPS students.

**H.13.2** 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 while performing his or her duties.

**H.13.3** 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.13.4** The Contractor shall inform all applicants requiring a traffic record 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.13.5** 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.
- (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.13.6** The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.13.7** 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.
- (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.13.5(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.13.8** 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.13.9** 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.13.10** 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.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.13.12** 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.13.13** 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.13.14** 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.13.15** 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.13.16** 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.13.1 and H.13.2.
- H.13.17** 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.13.18** 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.13.19** 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.13.20** 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.

**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RIGHTS IN DATA**

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

**A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final, or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers, or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title, and interest (including patent, trademark, or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title, and interest in Custom Product(s), whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.

#### **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan during Contractor’s business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

## **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

## **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify

that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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



Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DCPS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
6. Travel Insurance – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to services performed that it carries the following insurance in applicable countries for students, teachers and chaperones:
  - 24/7 travel assistance
  - Terrorism Relief - \$25,000 per traveler
  - Emergency Trip Delay / Interruption / Cancellation - \$5,000 per traveler
  - Theft of belongings/passports/travel documents - \$1,000 per traveler
  - Kidnap & Ransom – should be insured or have a signed waiver / old harmless in place
  - Crime/theft – as determined appropriate

- Medical Coverage
  - Per injury/illness medical coverage - \$250,000 per traveler; not exceeding \$50.00 per traveler
  - Dental Sudden Relief Coverage - \$1,000 maximum per traveler
- a) Emergency Transportation/Evacuation
  - Political Transportation - \$10,000 per traveler
  - Emergency Medical Evacuation - \$10,000 per traveler
  - Ambulance - \$1,000 per incident, per traveler

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$20,000,000 per occurrence and \$20,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. 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.
- F. 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.
- G. 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.
- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if

the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**LaVeta Hilton**

**Deputy Chief Procurement Officer**

**District of Columbia Public Schools**

**Office of the Chief Resource Strategy Officer**

**Contracts and Acquisitions Division**

**1200 First Street, NE 9th floor**

**Washington, DC 20002**

**Phone: (202) 442-5136**

**Email: [LaVeta.hilton@k12.dc.gov](mailto:LaVeta.hilton@k12.dc.gov)**

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

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP 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) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

## **I.11 DISPUTES**

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

### **14. Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute.
  - (ii) Data or other information in support of the claim.

- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
    - (iii) The Contractor's request for relief or other action by the CO.
  - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
  - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (4) The CO's written decision shall do the following:
    - (i) Provide a description of the claim or dispute.
    - (ii) Refer to the pertinent contract terms.
    - (iii) State the factual areas of agreement and disagreement.
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
    - (vi) Indicate that the written document is the CO's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
  - (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
  - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a

contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
  - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
    - (i) Provide a description of the claim or dispute.
    - (ii) Refer to the pertinent contract terms.
    - (iii) State the factual areas of agreement and disagreement.
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
    - (vi) Indicate that the written document is the CO's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## I.12 CHANGES

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

### 15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work.
  - (2) Obtains a certification of funding to pay for the additional work.
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor.
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District: and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.



### I.13 NON-DISCRIMINATION CLAUSE

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

#### **19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
    - (a) employment, upgrading or transfer.
    - (b) recruitment, or recruitment advertising.
    - (c) demotion, layoff, or termination.
    - (d) rates of pay, or other forms of compensation; and
    - (e) selection for training and apprenticeship.
  - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 24, dated June 27, 2022
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.10</b>	Bidder Offeror Certification Form available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.11</b>	Student Access to Treatment Act available at <a href="https://code.dccouncil.us/dc/council/code/titles/38/chapters/6/subchapters/IV/">https://code.dccouncil.us/dc/council/code/titles/38/chapters/6/subchapters/IV/</a>
<b>J.12</b>	Field Trip Student Travel Directive
<b>J.13</b>	Travel Ambassador Code of Conduct
<b>J.14</b>	Student Code of Conduct SY21-22

<b>Attachment Number</b>	<b>Document</b>
<b>J.15</b>	DCPS Field Trip Permission Form
<b>J.16</b>	Flight Overview
<b>J.17</b>	Airport Shuttle Overview
<b>J.18</b>	Itinerary Initial & Itinerary Final Timed
<b>J.19</b>	On-Tour MGMT
<b>J.20</b>	Packing List

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,  
under Quick Links click on “Required Solicitation Documents”

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award multiple contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

- L.1.2** The District may award a contract based on initial offers received, without discussion. Therefore, each initial offer should contain the offeror’s best terms from a standpoint of cost or price, technical and other factors.

#### **L.1.3 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

- L.2.1** The offeror shall submit one (1) original *electronic* copy of the proposal and associated attachments. The proposals shall be submitted in two parts titled, “Technical Proposal” and “Price Proposal.” The electronic proposal shall have a 12-point font size on 8.5” by 11” paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov) and file marked: Proposal in Response to Solicitation No. **GAGA-2023-R-0067, DCPS Study Abroad.**”

- L.2.2** Offerors shall submit technical proposals to address sections C, L, and M of the solicitation including reference to these sections to support evaluation of the proposals labeled as “Technical Proposal.”

- L.2.3 Technical Criteria:** The Offeror shall provide documentation of their ability to plan, support, and execute high-quality educational trips as described by the requirements below.

- L.2.3.1 Emergency Response Approach:** The Offeror must possess the ability to anticipate, mitigate, and manage risk.

Offeror shall provide the following information:

- a) Vendor’s 24/7/365 emergency action and response plan(s) for tour management at headquarters and on tour

- b) Travel insurance and healthcare policies or documentation of vendor's ability to meet stated travel insurance and healthcare access requirements, including emergency repatriation and family reunification
- c) Summary of high-risk tour activities for each itinerary and planned mitigation/response for each

**L.2.3.2 Planning/Organization:** The Offeror shall have the program management capacity, expertise, as well as ability to plan and execute high-quality, engaging global education tours. The Offeror shall possess at least ten (10) years of experience supporting short-term international and/or domestic educational travel for middle and high school students at a scale of on average, at least 5,000 students per year.

Offeror shall provide the following information:

- a) Its founding year and number of years of experience supporting domestic and/or international travel for secondary school (i.e., middle school and high school) students
- b) Number of student travelers supported by Offeror each of the past 5 years

**L.2.3.3 Staffing Support/Full Time Staff Point of Contact (POC):** The Offeror shall have the ability to provide on-going staffing support throughout the planning and implementation of DCPS Study Abroad with dedicated primary point(s) of contact.

Offeror shall provide the following information:

- a) Statement of the Offeror's ability to comply with staffing requirements specified for tour planning and tour implementation (i.e., staff employed at headquarters and staff employed on tour)
- b) Name, title, years of experience, and weekly hours of dedicated support available from each primary point(s) of contact identified by Offeror for DCPS Study Abroad
- c) The resume or professional summary of a staff member(s) at headquarters who can be the primary contact(s) concerning all matters DCPS Study Abroad.
  - Resume(s) and/or professional summary shall include at 3 years supporting group student travel with school districts.
  - Resume(s) and/or professional summary shall include experience supporting vendor procurement for student travel.

**L.2.3.4 Background and Past Performance:** The Offeror shall have previous performance in successfully providing student educational travel experiences. If the Offeror has previously provided study abroad services to DCPS, they will also be evaluated based on their past service with DCPS using the DCPS Study Abroad Vendor Performance Evaluation.

The Offeror shall provide the following Information:

A list of three (3) comparable work/client references, preferably from other school districts, schools, and/or government agencies, for which the vendor has conducted the same or similar services, especially when those services have supported minority groups, to include:

- a) Organization's name (point of contact's full name, title, address, email, phone number)
- b) Contract dollar amount, if possible
- c) Start and end dates of contract

- d) Brief description of services provided, including destination(s) visited
- e) Number of assigned staff
- f) Number of students served

**L.2.3.5 Travel Protection Plans:** The Offeror shall be able to provide advanced (beyond basic) travel protection plans that can be purchased for an additional amount by DC Public Schools if a trip needs to be canceled or postponed.

The Offeror shall provide the following information:

Travel protection plan policy(ies) that can be purchased per traveler at an additional cost by DC Public School as early as time of contract, but within 90 days of travel. Travel protections shall detail:

- a) Allowable reasons for cancellation
- b) Cancellation period
- c) Refunds policy
- d) Price of travel protection plans

**L.2.3.6: Inclusive Approach to Travel:** The Offerors approach to travel shall include a stated and demonstrated commitment to diversity, inclusion, and ethics for all staff, service-learning partners (where applicable to service-learning itineraries), and projects

Offeror shall provide the following information:

- a) Description of diversity and inclusion training, culturally responsiveness training, and other preparations in place for staff
- b) Statement describing service-learning partner and project identification and vetting processes

**L.2.3.7 Accommodations:** The Offeror shall have the ability to provide accommodations at safe, sanitary hotels with a class rating of at least three (3) stars.

Offeror shall provide the following information:

- a) A statement/list documenting accommodations (lodging) arrangement provided for each of the tours the Offeror wishes to be considered
- b) Documentation/statement regarding how rooming arrangements are determined for student and adult travelers while on tour. Rooming arrangements should ensure that students and adults are roomed separately and by identified gender.

**L.2.3.8 Itinerary:** The Offeror shall have the ability to provide hands-on, engaging experience for students throughout the duration of the tour.

Offerors are encouraged, but not required, to submit an itinerary for New York City or another domestic location within 10 driving hours by coach bus. Offerors who provide a domestic itinerary within 10 driving hours by coach bus will be prioritized as DCPS Study Abroad must have at least one location that fits this criterion as an equity option.



Offeror shall provide the following information:

Tentative itineraries for the trips to be considered. Trip itineraries shall include:

- a) Hands-on, interactive, and engaging activities
- b) Tentative daily, timed itineraries for all tours proposed, using template provided
- c) Estimated free time per day on all tours
- d) Estimated travel time per day on all tours (not including arrival and departure days)

**L.2.4** Offerors shall label each attachment, i.e., “Technical proposal”, “Price Proposal.” Offerors shall submit price proposals to include individual pricing for core trips and any additional trips for the base year labeled as “Price Proposals.”

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C.

**L.2.6** Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

**L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be submitted electronically via email at: via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov), **no later than, Thursday, December 29, 2022, at 2:00 PM EST.**

#### **L.4.1.2 Error in Proposal**

Offerors are fully responsible to read and understand all information and requirements contained in the solicitation. Failure to do so will be at the offerors' risk. In event of a discrepancy between the unit price and the total, the unit price shall govern.

#### **L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

#### **L.4.3 Late Proposals**

A late proposal, late modification, or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

#### **L.4.4 Late Modifications**

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

#### **L.4.5 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions **no later than 2:00 p.m., Wednesday, December 21, 2022.** The District will not consider any questions received **after 2:00 p.m. Wednesday, December 21, 2022.** The District will post all responses via amendment to the DCPS Office of Contracts and Acquisitions Website [www.dcps.dc.gov](http://www.dcps.dc.gov) for all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral

explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror because of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

**RESERVED**

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an

indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

#### **L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

#### **L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.12 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:

**LaVeta Hilton,  
Deputy Chief Procurement Officer  
District of Columbia Public Schools  
Office of the Chief Resource Strategy Officer  
Contracts and Acquisitions Division  
1200 First Street, NE 9th floor  
Washington, DC 20002  
Phone: 202-442-5136  
Email: [LaVeta.hilton@k12.dc.gov](mailto:LaVeta.hilton@k12.dc.gov)**

#### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in section A, Solicitation, Offer and Award form; or (c) by letter, telegram, or e-mail from an authorized negotiator. The District shall receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.14 BEST AND FINAL OFFERS**

If, after receiving original proposals, negotiations are conducted, all offeror(s) within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at the time is inadequate to reasonable justify Offeror(s) selection and award based on the best and

final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offeror(s) still within the competitive range.

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror.

**L.15.2** A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror 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.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming 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.17 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.17.1** 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) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract 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.

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

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

#### **L.18 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at via virtual conference at **11:00 a.m. on Thursday, December 15, 2022, via Microsoft Teams.** Participants will be required to register in advance so that invitations can be sent, and their attendance can be properly recorded. Registration requests should be sent to **[depsoca.inquiries@k12.dc.gov](mailto:depsoca.inquiries@k12.dc.gov) by 11:00 p.m. on Tuesday, December 13, 2022.** Prospective offerors 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 offerors on the solicitation document as well as to clarify the contents of the solicitation.

#### **L.19 SIGNING OF OFFERS**

Offeror(s) shall sign the offer and print or type its name on the Solicitation, Offer and Award 3form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**SECTION M - EVALUATION FACTORS****M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

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

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

**M.2.3** If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 TECHNICAL CRITERIA (75 Points Maximum)**

**All proposals should account for sections C, L, and M.** Proposals will be evaluated based on the following evaluation factors in the manner described below:

Technical Evaluation Factors	Points
<b><u>Factor A: Organization</u></b>	<b>30</b>
<p><b>Sub Factor 1: Emergency Response Approach</b></p> <p>The District will evaluate the Offeror’s ability to anticipate, mitigate, and manage risk in accordance with stated requirements. The District will evaluate Offeror’s ability to support traveler safety and wellbeing in accordance with stated requirements. (See Section L.2.3.1)</p>	5
<p><b>Sub Factor 2: Planning/Organization</b></p> <p>The District will evaluate the Offeror’s ability to plan and organize a large-scale school system-wide student travel program through number years of experience and the average numbers of traveler. The District will evaluate Offeror’s experience supporting short-term domestic and/or international educational travel for middle and high school students on a scale of at least 5,000 students per year. (See section L.2.3.2)</p>	5
<p><b>Sub Factor 3: Staffing Support/Full Time Staff POC</b></p> <p>The District will evaluate the Offeror’s ability to provide on-going staffing support to DCPS Study Abroad through primary point(s) of contact. The District will evaluate the Offeror’s qualifications of the primary point(s) of contact resume and/or professional summary, qualifications as well as experience, hours of dedicated support and hours of dedicate support. (see section L.2.3.3)</p>	5



<p><b>Sub Factor 4: Background and Past Performance</b></p> <p>The District will evaluate the Offeror’s previous experience in providing student travel experiences through a reference of similar services provided. If the Offeror has previously provided services for DCPS Study Abroad, they will be evaluated based on their past performance. (See section L.2.3.4)</p>	<p>10</p>
<p><b>Sub Factor 5: Travel Protection Plans</b></p> <p>The District will evaluate the Offeror’s protection plans and cancellation coverage if a trip needs to be canceled or postponed. Travel plans will be evaluated based on flexibility of cancellations, refunds, and price per traveler. (see section L.2.3.5)</p>	<p>5</p>

<p><b><u>Factor B: Trips</u></b></p>	<p><b>45</b></p>
<p><b>Sub Factor 1: Inclusive Approach to Travel</b></p> <p>The District will evaluate the Offeror’s stated and demonstrated commitments to diversity, inclusion, and ethics including the Offeror’s diversity and inclusion training plan, culturally-responsiveness training, and other staff preparation, and the Offeror’s project identification and vetting processes for service-learning partners (where applicable to itinerary) (See section L.2.3.6).</p>	<p>10</p>
<p><b>Sub Factor 2: Accommodations</b></p> <p>The District will evaluate the Offeror’s ability to provide accommodations at safe, sanitary hotels with a class rating of at least (3) stars. The district will evaluate the quality of the potential hotels through their star rating and reviews as well as the ability to room students and staff separately by gender. (See section L.2.3.7)</p>	<p>10</p>
<p><b>Sub Factor 3: Itinerary</b></p> <p>The Offeror will be evaluated on providing hands-on, engaging experiences for students throughout the duration of the tour. The District will evaluate itineraries provided for engaging, interactive activities mixed with free-time as well as minimal travel time while on tour. (See section L.2.3.8)</p>	<p>25</p>

<p>Offerors that can provide a domestic option within 10 driving hours by coach bus will receive priority. (See Section L.2.3.8)</p> <p><b>List of airlines that may be used</b></p>	
<p><b>TOTAL</b></p>	<p><b>75</b></p>

**M.3.2 PRICE CRITERION (Total 25 Points Maximum)**

The price evaluation will be objective. Price will be evaluated per destination, as such for each CLIN the offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price per CLIN}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

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

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers 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

**M.5 RESERVED**

**M.6. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**M.6.1 Application of Preferences**

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

- M.6.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.6.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.6.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.6.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

#### **M.6.2 Maximum Preference Awarded**

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

#### **M.6.3 Preferences for Certified Joint Ventures**

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

#### **M.6.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.6.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.6.4.2** Any vendor seeking certification 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 850N  
Washington DC 20001

**M.6.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.