



DISTRICT OF COLUMBIA PUBLIC SCHOOLS
NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, N.E., 9th Floor
Washington, DC 20002

CONTRACT NO: GAGA-2023-C-0042B **SOLICITATION NO:** GAGA-2023-I-0042
PROGRAM OFFICE: Office of the Chief Operations Officer,
CAPTION: DCIAA Student Athletics Transportation Services
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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

<p>CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Contractor's Name <u>Battle's Transportation Inc (BTI)</u></p> <p>BY: <u></u> Signature of Authorized Representative</p> <p>Print Name: <u>Thomas Dominique</u> <u>Executive</u></p> <p>Title: _____</p> <p>Date: <u>8/23/23</u></p> <p>Mailing Address of Contractor</p> <p>3000 V Street NE Washington DC 20018</p> <p>_____ Telephone No. <u>202 462 8658</u> Facsimile No. <u>202-832-6857</u></p>	<p>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</p> <p>_____ <u>Brenda Allen</u> Contracting Officer</p> <p>_____ Type or Print Name <u>Brenda Allen</u> Date <u>8/23/2023</u></p> <p>_____ Date</p> <p>The information contained in the box below is for District of Columbia Public Schools use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p>PERIOD OF CONTRACT: August 25, 2023, to September 30, 2023</p> <p>CONTRACT AMOUNT: \$121,464.62 for the base year</p>
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ACCOUNTING AND APPROPRIATION DATA:

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 Athletics Department (The District) is seeking Contractor(s) to provide transportation services for the students and staff of DCPS that are participating in a full range of organized athletics program through the District of Columbia Interscholastic Athletic Association (DCIAA).
- B.1.1** The Program is the Department of Athletics covering sports within the DCIAA. DCPS, DCIAA is requesting proposals separated by grade levels as follows:
- B.1.1.a** **Category A** -- High School (HS) and Opportunity League Sports Programs
- B.1.1. b** **Category B** -- Middle School (MS) Sports Programs to include Adaptive Sports/Unified Sports and
- B.1.1.c** **Category C** -- Elementary School (ES) Sports Programs.
- B.1.1.d** All contractors shall bid on -Support Services; this category will cover emergencies, play-offs, and other unexpected events for all categories. (On a Need Basis)
- B.1.2** The bidders can bid on any or all categories listed above. However, DCPS reserves the right to select the responsive, responsible contractor(s) based on the lowest, most advantageous bid price.
- B.1.3** DCPS plans to award multiple Requirements Contracts with Fixed Unit Prices per category, (i.e., multiple contracts for Category A, for Category B, or C). There will be a minimum of one contract per category.
- B.2** **CONTRACT TYPE SELECTION:**
- B.2.1** The District contemplates award of multiple Requirements Contract with Fixed Unit Price in accordance with 27 DCMR Section 2400. There will be a minimum of one contract per category.
- B.2.2** The CO may elect to proceed with any method of negotiations, discussions or award of the contract without discussion or negotiations.
- B.2.3** The award will be made to the Responsive, Responsible contractor with the Reasonable pricing whose bid will be the most advantageous to DCPS, DCIAA with respect to price, responsiveness, responsibility determination.
- B.3** **REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, See (Section G.4 Ordering Clause, and G.4.4.1, Page 26). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if

the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

- 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 of the contract year.**

B.4 PRICE SCHEDULE – REQUIREMENTS

B.4.1 BASE YEAR –Date of award thru September 30, 2023

B.4.1.1 Category A -- High Schools (HS) and Opportunity League Sports Programs.

Contract Line Item No. (CLIN) (Column A)	Item Description (Column B)	Price Per Unit (Column C)	Quantity Minimum (Column D)	Minimum Total (C x D) (Column E)	Quantity Maximum (Column F)	Max Total (C x F) (Column G)
0001A	High School and Opportunity League Sports Programs Section J. Attachment J.11	\$601.31 Per Trip	1 Trip (26 Buses with at least one bus equipped with handicap facilities)	\$601.31	202 Trips 26 Buses with at least one bus equipped with handicap facilities)	\$121,464.62
0002A	Support Services - alternative pricing to cover extra activities, special events, and playoffs as they arise.	\$ 601.31 _____ Per Trip (As Needed)	1	\$ _____		
Grand Total for B.4.2.1						\$121,464.62

CLIN 002A are optional services on a need-by basis.

B.4.1.2 Category B - Middle School, EC (includes the ES and MS levels for ECs), and Adaptive Sports. Reserved

B.4.1.3 Category C: Elementary School (ES) Sports Programs: Reserved

B.4.2 OPTION YEAR ONE – October 01, 2023, thru September 30, 2024

B.4.2.1 Category A - High Schools (HS) and Opportunity League Sports Programs

Contract Line Item No. (CLIN) (Column A)	Item Description (Column B)	Price Per Unit (Column C)	Quantity Minimum (Column D)	Minimum Total (C x D) (Column E)	Quantity Maximum (Column F)	Max Total (C x F) (Column G)
1001A	High School and Opportunity League Sports Programs Section J. Attachment J.11	\$ __ 619.35 ____ Per Trip	1 Trip (26 Buses with at least one bus equipped with handicap facilities)	\$ __ 619.35 ____ Per trip	832 Trips (26 Buses with at least one bus equipped with handicap facilities)	\$515,299.20
1002A	Support Services - alternative pricing to cover extra activities, special events, playoffs as they arise.	\$ __ 619.35 ____ Per Trip (As Needed)	1	\$ __ 619.35 ____		
Grand Total for B.4.1.2						\$515,299.20

NOTE: CLIN 1002A are optional services on a need-by basis

B.4.2.2 Category B – Middle School (MS) Sports Program and Adaptive/Unified Sports. Reserved

B.4.2.3 Category C -- Elementary Schools (ES) (no EC’s included in the group): Reserved

B.4.3 OPTION YEAR TWO – October 01, 2024, thru September 30, 2025

B.4.3.1 Category A -- High Schools (HS) and Opportunity League.

Contract Line Item No. (CLIN) (Column A)	Item Description (Column B)	Price Per Unit (Column C)	Quantity Minimum (Column D)	Minimum Total (C x D) (Column E)	Quantity Maximum (Column F)	Max Total (C x F) (Column G)
2001A	High School and Opportunity League Section J. Attachment J.11	\$637,93 ____ Per Trip	1 Trip (26 Buses with at least one bus equipped with handicap facilities)	\$637.93 ____ Per trip	5000 Trips (26 Buses with at least one bus equipped with handicap facilities)	\$3,189,650.00
2002A	Support Services - alternative pricing to cover extra activities, special events, playoffs as they arise.	\$ ____ Per Trip (As Needed)	1	\$ ____		
Grand Total for B.4.1.3						\$3,189,650.00

B.4.3.2 Category B – Middle School (MS) and Adaptive/Unified Sports Programs. Reserved

B.4.3.3 Category C -- Elementary Schools (ES) Sports Programs: **Reserved**

B.4.4 OPTION YEAR THREE– October 01, 2025, thru September 30, 2026

B.4.4.1 Category A -- High Schools (HS) and Opportunity League Sports Programs.

Contract Line Item No. (CLIN) (Column A)	Item Description (Column B)	Price Per Unit (Column C)	Quantity Minimum (Column D)	Minimum Total (C x D) (Column E)	Quantity Maximum (Column F)	Max Total (C x F) (Column G)
3001A	High School and Opportunity League Section J. Attachment J.11	\$682.59 Per Trip	1 Trip (26 Buses with at least one bus equipped with handicap facilities)	\$682.59	5000 Trips (26 Buses with at least one bus equipped with handicap facilities)	\$3,412,950.00
3002A	Support Services - alternative pricing to cover extra activities, special events, play offs, as they arise.	\$ _____ Per Trip (As Needed)	1	\$ _____		
Grand Total for B.4.1.4						\$3,412,950.00

NOTE: CLIN 3002A will be activated by DCPS Contract Administrator.

B.4.4.2 Category B – Middle School and Adaptive/Unified Sports Programs. **Reserved**

B.4.4.3 Category C -- Elementary Schools Sports Programs: **Reserved**

B.4.5 OPTION YEAR FOUR– October 01, 2026, thru September 30, 2027

B.4.5.1 Category A - High Schools (HS) and Opportunity League Sports Programs.

Contract Line Item No. (CLIN) (Column A)	Item Description (Column B)	Price Per Unit (Column C)	Quantity Minimum (Column D)	Minimum Total (C x D) (Column E)	Quantity Maximum (Column F)	Max Total (C x F) (Column G)
4001A	High School and Opportunity Sports Programs League Section J. Attachment J.11	\$730.37 Per Trip	1 Trip (26 Buses with at least one bus equipped with handicap facilities)	\$730.37	5000 Trips (26 Buses with at least one bus equipped with handicap facilities)	\$3,651,850.00

4002A	Support Services - alternative pricing to cover extra activities, special events, play offs, as they arise.	\$ _____ Per Trip (As Needed)	1	\$ _____		
Grand Total for B.4.1.5						\$\$3,651,850.00

NOTE: CLIN 4002A will be activated by DCPS Contract Administrator.

B.4.5.2 Category B – Middle School (MS) and Adaptive/Unified Sports Programs. Reserved

B.4.5.3 Category C -- Elementary School (ES) Sports Programs: Reserved

B.4.4 Category D- Alternative Pricing to Cover extra activities, special events, play offs, as they arise

B.4.4.1 BASE YEAR Date of award thru September 30, 2023

Contract Line Item No. (Clin)	Item Description	Total Price
0001D	Ad Hoc Transportation Support Services for all Categories	\$601.31
Grand Total		\$601.31

B.4.4.2 OPTION YEAR ONE - October 1, 2023, thru September 30, 2024

Contract Line Item No. (Clin)	Item Description	Total Price
1001D	Ad Hoc Transportation Support Services for all Categories	\$619.35
Grand Total		\$619.35

B.4.4.3 OPTION YEAR TWO - October 1, 2024, thru September 30, 2025

Contract Line Item No. (Clin)	Item Description	Total Price
2001D	Ad Hoc Transportation Support Services for all Categories	\$637.93
Grand Total		\$637.93

B.4.4.4 OPTION YEAR THREE - October 1, 2025, thru September 30, 2026

Contract Line	Item Description	Total Price
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Item No. (Clin)		
3001D	Ad Hoc Transportation Support Services for all Categories	\$682.59
Grand Total		\$682.59

B.4.4.5 OPTION YEAR FOUR - October 1, 2026, thru September 30, 2027

Contract Line Item No. (Clin)	Item Description	Total Price
4001D	Ad Hoc Transportation Support Services for all Categories	\$730.37
Grand Total		\$730.37

NOTE: All bidders shall provide pricing for category D.

B.4.5 For contracts in excess of \$250,000 annually, 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.4.6 A contractor responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this solicitation shall be deemed nonresponsive and will be rejected if the bidder fails to submit a subcontracting plan with its bid that is required by law.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The District of Columbia Public Schools (DCPS), Office of Resource Strategy (ORS), Office of Contracts and Acquisitions (OCA), on behalf of the Athletics Department (The District) is seeking Contractor(s) to provide transportation services for the students and staff of DCPS that are participating in a full range of organized athletics program through the District of Columbia Interscholastic Athletic Association (DCIAA).

C.1.2 To facilitate students’ participation, DCPS, DCIAA is engaging qualified contractor(s) to ensure that students have a safe and secure mode of transportation to the various athletic events. It is also provided to ensure the least disruption to the participation in scheduled sport events as possible. The transportation services provided are for students exclusively, however, DCPS staff are eligible to ride when necessary.

C.1.3 The contractor(s) shall transport DCPS students for the schools listed below as categorized:

- A. Category A -- High School (HS) and Opportunity League Sports Programs,**
- B. Category B -- Middle School (MS) and Adaptive/Unified Sports Programs,**
- C. Category C – Elementary School (ES) Sports Programs**

D. Support Services (All contractors should bid on this category). This category will cover emergencies, play-offs, and other unexpected events for all categories.

- C.1.4** The contractor shall transport student-athletes based on the requirements set forth in the DC Municipal Regulations (DCMR), National Highway Traffic Safety Administration (NHTSA), and DCPS' Transportation Guidance. (Student Transportation Policy, November 2017) (Chancellor's Directive #301, Page 1 of 6)
- C.1.5** The contractor shall provide on time transportation services for all athletics trips requested.
- C.1.6** The contractor shall provide scheduled transportation services which is defined as transporting one or more schools to a destination and returning those same schools to their points of origin.
- C.1.7** The contractor shall ensure all drivers and attendants visibly display DCPS identification, will be provided by DCPS.
- C.1.8** **Bus drivers shall not leave** the designated area for pick-up location until authorized by a DCPS representative.
- C.1.9** **No contractor shall transport student-athletes without the presence of a Coach.**
- C.1.10** The contractor shall ensure all students are seated prior to driving.
- C.1.11** The contractor shall adjust the schedule in the event of inclement weather (lightening, emergencies other than weather, etc.), BUSES SHALL BE PREPARED TO RETURN FOR IMMEDIATE PICK-UP FROM EVENT SITE.
- C.1.12** The Contractor shall provide an experienced school bus driver on all buses for every trip.
- C.1.13** The Contractor shall provide all management, supervision, personnel, equipment, vehicles, fuel, vehicle maintenance, material and supplies required to perform the services required under this contract.
- C.1.14** The Contractor shall ensure that every driver has successfully cleared the DC MPD designee (DCPS, Office of Compliance) and F.B.I. background investigations prior to providing service under this contract.
- C.1.15** The Contractor shall provide the required/scheduled number of buses for up to 45 student athletes and their sports equipment per bus; the Contractor shall also provide ONE bus with seatbelts for a minimum of 45 passengers and their sports equipment.
- C.1.16** The Contractor shall display its name on the exterior of each vehicle. Additionally, each vehicle shall:
- C.1.16.1** Have fire extinguishers approved by the Washington Metropolitan Area Transit Commission.
- C.1.16.2** Have a first aid kit of appropriate size and capacity.
- C.1.16.3** Have a two-way radio or other acceptable communication device that facilitates communication between the drivers and a supervisor/dispatcher.

C.1.16.4. If the bus is going to be late for pick up at any time, the Contractor shall promptly contact the DCPS Program Manager. The Program Manager will notify the schools of the delay.

C.1.16.5 Perform preventive and corrective maintenance on all vehicles used in the performance of this contract; and,

C.1.16.6 The Contractor shall ensure that vehicles used in the performance of this contract are inspected annually. The inspection sticker shall be always visible on the vehicle.

C.1.17 The Contractor shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance, and workmen’s compensation and shall be solely responsible for any losses incurred by DCPS, resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or agents.

C.1.18 The Contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contractor shall provide wage/salary and benefits per the most applicable recent Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the contractor shall be paid in accordance of the Fair Labor Standards Act, as amended and any other applicable statues (details in Section H.2).

C.1.19 The Contractor shall maintain the capacity to provide backup vehicle(s) to provide the transportation services required under this contract in the event of any breakdowns of its regular scheduled buses that are put out of service, to avoid any disruption in the required service. Any occurrence of such a breakdown shall be reported immediately to the Contract Administrator.

C.1.20 For safety reasons, whenever possible, bus driver shall allow student-athletes and coaches to remain on the bus in the event of a breakdown.

C.1.21 The table below depicts the minimum and maximum buses for categories A, B, and C. The ordering schedule for Category D – Support Services will be maintained and determined by the Contract Administrator (CA) in accordance with the Ordering Clause in Section G.4.4. The Contractor should ensure that they have addressed each category below in their bid.

HS, Opportunity League & Adaptive Sports Sports Programs Category A	Middle School (MS) Sports Programs and Adaptive/Unified This grouping also includes group formerly called “Expansion” Category B	Elementary School (ES) Sports Programs Category C	Special Events, Unexpected Events, Emergencies, Play Offs, and Finals. Category D
Average Minimum Buses: 1 Highest Maximum Buses 26	Average Minimum Buses: 1 Highest Maximum Buses 26	Average Minimum Buses: 1 Highest Maximum Buses 26	TBD as needed

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title
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0001	Regulation	DC Municipal Regulations (DCMR) Title 18
0002	Regulation	National Highway Traffic Safety Administration (NHTSA)
0003	Guidance	DCPS' Transportation Guidance

C.3 DEFINITIONS

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

- C.3.1 A trip is defined as** -- transporting one or more schools from their origin to a destination and returning those same schools to their point of origin.
- C.3.2 Destination** - the location to which the student-athletes are going.
- C.3.3 Origin** - the place where student-athletes are picked up from (their home school).
- C.3.4 Contractor** – company awarded a contract to provide materials and or goods and services.
- C.3.5 District of Columbia Public Schools (DCPS)** – also referred to as the agency
- C.3.6 Contracting Officer (CO)** – The ONLY agent of the District government with legal authority to bind the District (*signature authority*), states the limitations of authority (agency and dollar amount), may delegate limited authority to a Contract Administrator (CA).
- C.3.7 Contract Specialist (CS)** – Agent of the government that manages the day-to-day process of purchasing for the contracting officer. Also serves as business advisor to the agency customer. The CS does not sign contracts.
- C.3.8 Contract Administrator (CA)** – The CA is selected by his/her agency. This person is designated by the Contracting Officer (CO), officially, by an appointment letter. A CA is required for all contracts over \$100,000 Appointment letter specifies authority & responsibilities, separate letters required for each contract CA (and supervisor) must sign and return.
- C.3.9 Program** –department of athletics providing a variety of sports to the student-athletes of the District of Columbia Public Schools.
- C.3.10 DCIAA** – the District of Columbia Interscholastic Athletic Association providing a variety of sports to the student-athletes of the District of Columbia Public Schools.
- C.3.11 Student-Athlete** – student enrolled in organized competitive sports sponsored by the DCIAA.
- C.3.12 Coach** – individual that supports a student-athlete in achieving their athletic goals through training and guidance.

C.4 BACKGROUND

- C.4.1** The District of Columbia Public Schools (DCPS) provides students with the opportunity to participate in a full range of organized interscholastic athletics program through the District of Columbia Interscholastic

Athletic Association (DCIAA). The DCIAA is a historic organization that serves students grades 4 through 12 in all 115 DCPS schools. The vision of the DCIAA is to ensure all students have access to interscholastic sports regardless of background. This task is challenged by funding and resource shortfalls. This obstacle is not unique to DCPS/ DCIAA, as large, urban school systems across the country are forced to make tough choices about how to best serve their students with limited resources.

- C.4.2** Despite budget challenges, DCPS/DCIAA athletics program is regarded as one of the best Interscholastic Associations across the nation, producing many talented student athletes who go on to compete at the collegiate and professional levels, including stars: Vernon Davis, Vontae Davis, Josh Cribbs, Emmanuel Burriss, Byron Leftwich, and Jamelle Elliott. Overall, DCPS/DCIAA has one of the most comprehensive sport programs in the country providing opportunities to organized sports for over 10,000 student athletes. DCIAA offers 22 different sports and fields over 700 teams every school year. Athletics brings our children and communities together through mental, physical, and social development of our athletes. In athletics, student athletes learn life lessons about teamwork, perseverance, and discipline.
- C.4.3** The DCIAA was recently awarded by our Chancellor and Mayor money to expand. This expansion will cover new sports within the DCIAA for middle school students (archery, wrestling, and lacrosse), a division for students with disabilities, and a division for students enrolled in the Opportunity Academies. The Opportunity Academies (4 total schools) are alternative settings for students who are under credited and overaged. With this solicitation, the DCIAA is looking for bus vendors who can cover the sports and its expansions according to Categories A, B, C and D
- C.4.4** Additionally, the DCIAA was also awarded money to cover transportation for our Elementary School students. For the DCIAA Elementary Division, the DCIAA needs contractors to provide transportation services to and from sporting events in the sports of basketball, flag football, and kickball. The second part of this solicitation is looking for a vendor to transport our elementary students to these events.

C.5 CONTRACTOR REQUIREMENTS

- C.5.1** District of Columbia Public Schools (DCPS), Interscholastic Athletic Association (IAA) is intended to improve the students' achievement by providing variety of sports and needed transportation to and from different sports venues.
- C.5.2.** The contractor shall possess prior to contract execution, a Certificate of Necessity from the Washington Metropolitan Transit Commission that attests to its authority to engage in the business of transporting persons through the Washington Metropolitan Area.
- C.5.2.1** The contractor shall ensure that every driver meets the following requirements prior to providing services under the contract:
- C.5.2.2** Have passed the physical examination and drug and alcohol testing requirements in accordance with DOT requirements and Title 49 CFR Part 40 and Part 382 and provide the DCPS DOT documentation(s) of random drug and alcohol testing. The DCPS reserves the right, under reasonable suspicion, to have the contractors' drives and aides tested for drugs and/or Alcohol.
- C.5.2.3** Obtain and maintain a valid School Bus Operator's License (SBOL) issued by the District of Columbia, Department of Motor Vehicles.

C.5.2.4 Must have successfully passed a police and F.B.I. background investigation check (The Contractors' direct and indirect staff delivering service under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution).

C.5.2.5 The Police and FBI Background Investigation Checks as specified above in Section shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10th Floor only. The contact for appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-1019; E-Mail address: Sandra.gliss@dc.gov. The process takes between three (3) and ten (10) business calendar days. The Contractor must contact the Office of Security as soon as the selection has been made by DCPS/OCA and the Contractor has been official informed of its selection/award.

C.5.2.6 Bus drivers must be at least 21 years of age. In addition to meeting this age requirement, bus drivers must show evidence of having:

- A current and valid DC CDL driver's license, with P and S endorsements, OR
- A current and valid MD, VA or WV CDL, Class B, driver's license, with P and S endorsements, OR
- A current and valid CDL in other state, with P and S endorsements

C.5.2.7 Have successfully completed a defensive drive training course; and provide a copy of the certification of successful completion to the DCPS DOT.

C.5.2.8 Obtain and maintain Cardiopulmonary Resuscitation (CPR)/First Aid Certification.

C.5.2.9 Be free from communicable diseases and physically able to perform the duties prescribed in the contract.

C.5.2.10 Have their operating credentials and license with them while performing under this Contract.

C.5.2.11 Follow the traffic laws of any jurisdiction in which they drive while in the performance of the contract.

C.5.2.12 Assume full responsibility for the safe and proper and on-time operation the vehicle that is assigned to him/her.

C.5.2.13 In the event of an accident, if physically able, immediately call for medical assistance, notify the police department and call the DCPS Office of Transportation dispatcher.

C.5.2.14 Walk the full interior length of the bus to ensure that each child has departed the bus at the end of each bus trip.

C.5.2.15 The Contractor shall maintain the capacity to provide backup vehicle(s) to provide the transportation services required under this contract in the event of any breakdowns of its regular scheduled buses that are put out of service, in the manner to avoid any disruption in the required service. Any occurrence of such a breakdown shall be reported immediately to the Contract Administrator.

C.5.2.16 The Contractor shall submit in writing a Back-Up Plan that will prevent any disruption in services if any of the buses to be used in the performance of this contract is/becomes inoperable upon award of the contract.

- C.5.2.17** If the Contractor is more than forty-five minutes late as specified in the contract, the Contractor shall, in place of actual damages, pay to the DCPS liquidated damages of \$ 75.00 for the scheduled trip.
- C.5.2.18** The trip rate shall remain the same rate per category even if the trip runs over (per category and primary, secondary, or tertiary contractor). The Contractor shall not charge DCPS extra for any reason. The events duration cannot be determined definitively, and it cannot be determined if any delay may occur.
- C.5.2.19** The Contractor shall ONLY dispatch buses to pick up DCPS student-athletes. No other type of vehicle will be accepted, unless otherwise indicated by the Program or by Procurement.
- C.5.2.20** Student-athletes and coaches must be allowed to shelter on the buses in the event of inclement weather. No student-athlete or coach shall be left outside in the elements.
- C.5.2.21** Buses shall always be equipped with operable air conditioning and heat. In the event that heat, or air conditioning become inoperable during the course of the trip, the Contractor *may not* be held responsible. However, the Contractor shall be held responsible for providing operable heat and air at the start of pickup from the assigned school.
- C.5.2.22** The District seeks the contractors to provide round trip transportation for sporting events for DCIAA for grade levels listed in Section B.1.1.
- C.5.2.23** Bus route times will vary by sport. While most sporting events take place after school, the transportation pick up times for student-athletes may occur during the school hours. See grade level sporting events schedule (Section J, J.11 thru J.14).
- C.5.2.24** The District reserves the right to change or adjust the bus schedules/route times during the period of performance.
- C.5.2.25** The number of buses required per day shall not exceed:
- a. The High School & Opportunity League transportation shall not require more than 26 buses per day. If more buses are needed, the Contractor will be notified, in advance, by the Athletics Department.
 - b. The Middle School, Education Campus (EC) (to include the ES level as well) & Adaptive Sports transportation shall not require more than 26 buses per day. If more buses are needed, the Contractors will be notified in advance by the Athletics Department.
 - c. The Elementary Schools (ES) (EC's are NOT included) transportation shall not require more than 26 buses per day. If more buses are needed, the Contractor will be notified, in advance, by the Athletics Department.
- C.5.2.26** In the case of an outdoor events and inclement weather (lightening, emergencies may be other than weather), etc.), buses shall be prepared to return for immediate pick-up from event site(s).
- C.5.2.27** The Contractor shall pick up students from different school locations, safely transport them to the DCPS/DCIAA sporting events, drop them off at the various destinations, and provide return services from the drop off locations back to the original pickup sites. Attachments J.11 thru J.14.

C.5.2.28 DESIGNATED AREAS FOR PICK-UP: The District will provide the designated areas for each school.

C.5.2.29 Buses shall return to the destination location sites no less than 30 minutes before the scheduled pick-up time.

C.5.2.30 ONLY the District has the right to add or remove trips, schools, sports, etc. The Contractor shall be able to respond to these fluctuations. The Contractor shall submit a plan describing how they will respond to these fluctuations. This plan shall be submitted as an attachment with the bid.

C.5.2.31 DCPS, OCA reserves the right to conduct inquiries and verify the contractors' responsibility and viability using Federal, State, Local, and private databases and resources.

C.5.2.32 The Contractor shall ensure that language about the expectation that copies of CDLs and driving records are provided for all staff added to the roster throughout the term of the contract, that driver's will provide their CDL for review upon request by the designated DCPS representative prior to trip departure, and that the vendor will ensure compliance with all routine documentation requests within 24 hours (or next business day).

SECTION D: PACKAGING AND MARKING [Not Applicable]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6) Inspection of Serviced 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 will be from date of award thru 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 one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract: provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period 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 option under this clause, shall not exceed 5 years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

Contract Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.1.15	Inoperable Vehicle	1 per occurrence	Email	As Occurs
C.4.2.13	Incident Report	12	Email	As Needed
C.5.2.16	Back-Up Plan	1	Written plan attached to the bid	attached with the Bid.
L.14	Certificate of Insurance	1	Form	Attached with the Bid.
H.9.4.1	Sub-contracting Plan	1	Form	Attached with the Bid.
B.1.12	Plan to address fluctuations	1	Plan	Attached with the Bid.
H.9.4.1	Compliance Quarterly Report	1	Report	One per quarter

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The DCPS 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 DCPS will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall 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.2.3.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.3.2 Contract number and invoice number;

G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;

G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.3.6 Name, title, phone number of persons preparing the invoice;

G.2.3.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.3.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 RESERVED

G.4.2 PARTIAL PAYMENTS

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

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

G.4.3 RESERVED

G.4.4 ORDERING CLAUSE

G.4.4.1 Any supplies and services to be furnished under this contract must be ordered by issuance of a Purchase(s) Order by the CO. Such orders may be issued during the term of this contract.

G.4.4.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a Purchase Order and this contract, the contract shall control.

G.4.4.3 If mailed, a Purchase Order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.4.4.4 This is a Multiple IDIQ Contract with multiple contractors. There will be a minimum of one contract per category.

G.4.4.5 Support Services provides for ad hoc, overflow, emergencies, play offs transportation services. The Contract Administrator (CA) will have the discretion to place orders amongst contractors as needed.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% 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 seven calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.

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

G.6.1.1.4 Thirty calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of 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 **Third** day after the required payment date for meat or a meat food product.

G.6.1.2.2 **Fifth** day after the required payment date for an agricultural commodity; or

G.6.1.2.3 **Fifteen** days 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 shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1.5% 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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

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

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Brenda Allen
Contracting Officer
District of Columbia Public Schools 1200 First Street NE
Washington, DC 20002
Phone: 202-251-2780
E-mail: brenda.allen@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 contact information of the CA is:

Peggy Branch-McCaskill
 Program Coordinator
 DCIAA Athletics Department
 District of Columbia Public Schools
 3535 V Street, NE
 Washington DC 20018
 Telephone: (202) 729-3288 / Mobile: (202) 729-4379
 E-mail: Peggy.Branch-McCaskill@dc.gov.

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

H.2 SERVICE CONTRACT ACT; DEPARTMENT OF LABOR WAGE AND FRINGE DETERMINATIONS

The Contractor(s) shall be bound by the Wage Determination No.: 2020-0083, Revision No.:27, dated 30/30/2023 (see Attachment J.2) and 48 CFR § 52 .2 22-41 (see Attachment J.15). A contract issued under this solicitation shall be subject to the federal Service Contract Act, 41 U.S.C. § 41-351 et seq. Under the Service Contract Act, the Contractor must pay its service employees working under the contract no less than the monetary wages that the Department of Labor has determined to be prevailing in the locality for the classification in which each employee is working; in addition, the Contractor must provide its service employees working under the contract with the minimum fringe benefits determined by the Department of Labor (the Department of Labor's current wage rate and fringe benefit determinations are attached to this solicitation as Attachment J.2). The Contractor shall be bound by the wage rate and fringe benefit determinations for the term of the contract, subject to the revisions described in this section and in accordance with section 24 of the SCP. If an option to the contract is exercised, the Contractor shall be bound by the applicable wage rate and fringe benefit determinations at the time of the option exercise. If the option is exercised and the CO obtains a revised wage rate and/or fringe benefit determination, the revised wage rate and/or fringe benefit determination shall be applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2.1 In addition, if the Contractor provides services at a school that was, immediately prior to the Contractor's contract, serviced by a workforce covered by a Collective Bargaining Agreement (CBA), the Contractor must, for the first year of its contract, pay its service employees at that school the wage rates and fringe benefits that the employees would have been entitled to, including prospective increases, under the predecessor's collective bargaining agreement. This requirement applies irrespective of whether the Contractor's employees were or were not employed by the predecessor contractor.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits.

- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

- (a) New employees at the commencement of employment.
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2219.01 et seq. (First Source Act).

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

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

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

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

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

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

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

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

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

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

H.6 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.6.1 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 and drug testing for the following positions:

Bus Drives

H.6.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

Bus Drivers

H.6.3 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.6.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.6.5 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.6.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a False statement may subject them to criminal penalties.

H.6.7 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.6.5(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.6.8 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.6.9 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.6.10 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.6.11The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.6.12The 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.6.13The 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.6.14The 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.6.15The 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.6.16 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.6.1 and H.6.2.

H.6.17An 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.6.18The 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.6.19 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.6.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid, and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall insure 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 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) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

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

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

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

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

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 DCPS will provide background and fingerprinting services for all awarded Contractors.

H.11.2 DCPS will provide DCPS identification for each driver and aide.

H.11.3 DCPS will provide Supervisory staff for each trip.

H.11.4 DCPS will provide Sports Event Master Schedule to the Contractor to be updated weekly against which work orders will be issued.

H.12 ADDITIONAL CONTRACTOR RESPONSIBILITIES - [RESERVED]

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.
5. “Trip” - TRIP is defined as: a bus trip shall be defined as transporting one or more schools to a destination and returning those same schools to their points of origin.

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. 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 affected 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.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not 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

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) \$10,000,000 per occurrence and \$10,000,000 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 1200 First Street NE
Washington, DC 20002
Phone: 202-631-3605
E-mail: 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 8585 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

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

14. Disputes

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

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

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

I.12 COST AND PRICING DATA -- NOT APPLICABLE

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

I.13 CONTINUITY OF SERVICES

I.13.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.13.2The Contractor shall, upon the CO's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.13.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the CO's approval.

I.13.3 The Contractor shall provide enough experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.13.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.14 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.
- (a) 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 clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
 - (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

SECTION J: ATTACHMENTS

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

Attachment Number	Document	To Be Submitted with Bid
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010), available at www.ocp.dc.gov click on “Solicitation Attachments”	No
J.2	U.S. Department of Labor Wage Determination No.: 2020-0083 Revision No.: 25, Date of Revision: 12/27/2022	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”	Yes
J.4	Department of Employment Services First Source Employment Agreement, available at http://ocp.dc.gov , under Quick Links, click on “Required Solicitation Documents.”	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	No
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	Yes
J.8	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	Yes
J.9	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”	Yes
J.10	2121-2122 School Year Calendar	No
J.11	Category A – High Schools Sports and Opportunity League	No
J.12	Category B – Middle Schools, Education Campuses, and Adaptive Sports	No
J.13	Category C – Elementary Schools Sports (No EC)	No
J.14	Attachment J.14 -- Combined List of All Grades Schools	No
J.15	48 CFR § 52 .2 22-41-Service Contract Act Labor Standards	No