

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia			1. Caption			Page of Pages			
			Pre-Kindergarten School Swing Space			1			
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		GAGA-2016-I-0085		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other				<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, N.E. 9 th floor, Washington, D.C. 20002					8. Address Offer to: Same as Block 7				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in electronic format (USB flash drive) and one (1) original and three (3) copies for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 9 th floor, until 12:00 p.m. local time on Wednesday August 24, 2016.									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact									
A. Name			B. Telephone Number			C. E-mail Address			
Zahra Hashmi			Phone		202- 442.5120		Fax		Zahra.hashmi@dc.gov
11. Table of Contents									
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OFFER									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %				
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date			
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)							
AWARD (TO BE COMPLETED BY GOVERNMENT)									

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

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

B.1 The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the **Office of Schools Operations (OSO)** is seeking a Contractor to provide transportation services for DC Public School Students, Pre-Kindergarten (Pre-K) ages three to five who require buses equipped with seatbelts, booster seats, and car seats, are to be picked up from their closed public “home” schools to their new, assigned temporary school locations (swing space) during the period of the District’s school repairs and modernization program. A daily transportation is required to relocate the students. The required transportation services have three schools. The three schools to the **Swing Space Transportation Services** required to provide bus transportation equipped with seat belts for students from their closed or “home” schools to their new swing space schools. In each school, the students are picked up in the morning and taken to their new schools and are picked up in the afternoon from the new schools to their respective “home” schools.

The DCPS also seeks to provide Emergency Transportation for students in the event of a school emergency that requires relocation of students to a new building/space.

B.1.1 These locations may change from time to time.

B.1.2 Traditional School Year Schools – Bancroft Elementary School, Marie Reed Education Campus, Murch Elementary School.

B.1.3 Each route consists of one complete round trip (morning and afternoon).

B.1.4 The Contractor shall provide a driver and an aide for each trip.

B.1.5 The District contemplates award of one firm fixed price requirements type contract (27 DCMR Chapter 24 (2402), for the Pre-K transportation services to contractor who determined to be responsive and responsible.

B.2 Subcontracting Requirement

A bidder responding to this solicitation which is required to subcontract shall submit with its bid, any subcontracting plan required by law. Bids responding to this solicitation will be deemed nonresponsive and will be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section I.7**.

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

B.3 PRICE SCHEDULE - REQUIREMENTS

B.3.1 There are three (3) schools requiring transportation services to transport students to Swing Space site schools. (Refer to B.4)

1. Bancroft Elementary School (ES) to Sharpe Health
2. Marie Reed Education Campus (EC) to Macfarland Middle School (MS)
3. Murch Elementary School (ES) to the University of the District of Columbia (UDC)

B.3.2 Prospective contractor must complete all the line items for the base year and the one (1) option year for schools 1 (Bancroft ES) and 3 (Murch ES) stated in Section B.3.1 above to be considered responsive.

B.3.2.1 Prospective contractor must complete all the line items for the base year and one option-year for school 2 (Marie Reed) in Section B.3.1 above to be considered responsive.

B.4 TABLE OF CONTRACT AWARD DATE

B.4.1 BASE YEAR SCHOOL 1 -- Bancroft ES to Sharpe Heath MS

Base-Year – 8/29/2016-6/30/2017							
CLN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
001	Monday-Friday AM 8:15	Bancroft ES to Sharpe Health 60 students (1 adult, 4 vans)	3:30PM 60 Students (1 adult, 4 vans)		180		
						Total Base-Year	

B.4.1.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency, and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.1.2 These vans report to schools at designated time and transport students from Bancroft ES to Sharpe Heath as follows:

- B.4.1.2.1 Morning Pick-Up:** 1750 Newton Street NW DC
- B.4.1.2.1.a Vans shall arrive and wait for children at 7:45am
 - B.4.1.2.1.b Depart with students on board at 8:05am

B.4.1.2.2 Morning Drop Off: 4300 13th Street NW DC

B.4.1.2.3 Afternoon Pick-Up: 4300 13th Street NW DC

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 SWING SCHOOL SPACE PRE-K TRANSPORTATION

- B.4.1.2.3.a Vans shall arrive and wait for children at 3:00pm
- B.4.1.2.3.b Depart with students onboard at 3:45pm

B.4.1.2.4 **Afternoon Drop-Off:** 1750 Newton Street NW DC

B.4.1.2.5 **Alternate Price for emergency services \$** _____

B.4.2 BASE YEAR SCHOOL 2 -- Marie Reed EC to MacFarland MS

Base Year – 08/29/2016-6/30/2017							
CLIN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
001	Monday-Friday AM 8:15	Marie Reed EC to MacFarland MS 60 Students (1 adult, 4 vans)	3:30PM 60 Students (1 adult, 4 vans)		180		
						Total Base Year	

B.4.2.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.2.2 These vans report to schools at designated time and transport students from Marie Reed EC to MacFarland MS as follows:

- B.4.2.2.1 **Morning Pick-Up:** 2400 block of 17th Street NW DC
 - B.4.2.2.1.a Vans shall arrive and wait for children at 7:45am
 - B.4.2.2.1.b Depart with students on board at 8:05am

B.4.2.2.2 **Morning Drop Off:** 4400 Iowa Street NW DC

- B.4.2.2.3 **Afternoon Pick-Up:** 4400 Iowa Street NW DC
 - B.4.2.2.3.a Vans shall arrive and wait for children at 3:00pm
 - B.4.2.2.3.b Depart with students onboard at 3:30pm

B.4.2.2.4 **Afternoon Drop-Off:** 2400 block of 17th Street NW DC

B.4.2.2.5 **Alternate Price for emergency services \$** _____

B.4.3 BASE YEAR SCHOOL 3-- Murch ES to UDC

Base Year – 8/29/2016-6/30/2017							
CLIN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School					
001	Monday-Friday AM 8:15	Murch ES to UDC 30 Students (1 Adult, 2 vans/trips)	3:30PM 30 Students (1 Adult, 2 vans/trips)		180		
						Total Base Year	

B.4.3.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.3.2 These vans report to schools at designated time and transport students from Murch ES to UDC as follows:

B.4.3.2.1 **Morning Pick-Up:** 3700 block of Davenport Street NW DC
 B.4.3.2.1.a Vans shall arrive and wait for children at 7:45am
 B.4.3.2.1.b Depart with students on board at 8:15am

B.4.3.2.2 **Morning Drop Off:** 3300 block of Van Ness Street NW DC
 B.4.3.2.3 **Afternoon Pick-Up:** 3300 block of Van Ness Street NW DC
 B.4.3.2.3.a Vans shall arrive and wait for children at 3:00pm
 B.4.3.2.3.b Depart with students onboard at 3:30pm

B.4.3.2.4 **Afternoon Drop-Off:** 3700 block of Davenport Street NW DC

B.4.3.2.5 **Alternate Price For Emergency Services \$**_____

B.4.4 OPTION-YEAR ONE -- SCHOOL 1 Bancroft ES to Sharpe Heath MS

Option-Year 1 – 07/01/1018--06/30/2019							
CLN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
1001	Monday-Friday AM 8:15	Bancroft ES to Sharpe Heath 60 students(1 adult, vans)	3:30PM 60 Students (1 adult, 4 vans)		180		
						Total Option Yr. 1	

B.4.4.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.4.2 These vans report to schools at designated time and transport students from Bancroft ES to Sharpe Heath as follows:

B.4.4.2.1 **Morning Pick-Up:** 1750 Newton Street NW DC

B.4.4.2.1.a Vans shall arrive and wait for children at 7:45am

B.4.4.2.1.b Depart with students on board at 8:05am

B.4.4.2.2 **Morning Drop Off:** 4300 13th Street NW DC

B.4.4.2.3 **Afternoon Pick-Up:** 4300 13th Street NW DC

B.4.4.2.3.a Vans shall arrive and wait for children at 3:00pm

B.4.4.2.3.b Depart with students onboard at 3:45pm

B.4.4.2.4 **Afternoon Drop-Off:** 1750 Newton Street NW DC

B.4.4.2.5 **Alternate Price for Emergency Services \$ _____**

B.4.5 OPTION-YEAR ONE, SCHOOL 2 -- Marie Reed EC to MacFarland MS

SOLICITATION NO: GAGA-2016-I-0085
 SWING SCHOOL SPACE PRE-K TRANSPORTATION

Base Year – 07/01/2017-6/30/2018							
CLIN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
1001	Monday-Friday AM 8:15	Marie Reed EC to MacFarland MS 60 Students (1 adult, 4 Vans)	3:30PM 60 Students (1 adult, 4 Vans)		180		
						Total Option Year One	

B.4.5.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.5.2 These buses report to schools at designated time and transport students from Marie Reed EC to MacFarland MS as follows:

- B.4.5.2.1 **Morning Pick-Up:** 2400 block of 17th Street NW DC
 - B.4.5.2.1.a Vans shall arrive and wait for children at 7:45am
 - B.4.5.2.1.b Depart with students on board at 8:05am
- B.4.5.2.2 **Morning Drop Off:** 4400 Iowa Street NW DC
- B.4.5.2.3 **Afternoon Pick-Up:** 4400 Iowa Street NW DC
 - B.4.5.2.3.a Vans shall arrive and wait for children at 3:00pm
 - B.4.5.2.3.b Depart with students onboard at 3:30pm

B.4.5.2.4 **Afternoon Drop-Off:** 2400 block of 17th Street NW DC

B.4.5.2.5 **Alternate Price for Emergency Services \$ _____**

B.4.6 OPTION YEAR ONE -- School 3 Murch ES to UDC

SOLICITATION NO: GAGA-2016-I-0085
 SWING SCHOOL SPACE PRE-K TRANSPORTATION

Option Year 1 – 7/1/2017-6/30/2018							
No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School					
1001	Monday-Friday AM 8:15	Murch ES to UDC 30 Students (1 Adult, vans/trips)	3:30PM 30 Students (1 Adult, vans/trips)		180		
						Total Option Yr. 1	

B.4.6.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.6.2 These vans report to schools at designated time and transport students from Murch ES to UDC as follows:

B.4.6.2.1 **Morning Pick-Up:** 3700 block of Davenport Street NW DC

B.4.6.2.1.a Vans shall arrive and wait for children at 7:45am

B.4.6.2.1.b Depart with students on board at 8:15am

B.4.6.2.2 **Morning Drop Off:** Elementary3300 block of Van Ness Street NW DC

B.4.6.2.3 **Afternoon Pick-Up:** 3300 block of Van Ness Street NW DC

B.4.6.2.3.a Vans shall arrive and wait for children at 3:00pm

B.4.6.2.3.b Depart with students onboard at 3:30pm

B.4.6.2.4 **Afternoon Drop-Off:** 3700 block of Davenport Street NW DC

B.4.6.2.5 **Alternate Price for Emergency Services \$**_____

B.4.7 OPTION-YEAR TWO -- SCHOOL 1 Bancroft ES to Sharpe Heath MS

SOLICITATION NO: GAGA-2016-I-0085
 SWING SCHOOL SPACE PRE-K TRANSPORTATION

Option-Year 2 – 07/01/1019--06/30/2020							
CLN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
2001	Monday-FridayAM 8:15	Bancroft ES to Sharpe Health 60 students(1 adult, vans)	3:30PM 60 Students (1 adult, vans)		180		
						Total Option Yr. 2	

B.4.7.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.7.2 These buses report to schools at designated time and transport students from Bancroft ES to Sharpe Heath as follows:

B.4.7.2.1 **Morning Pick-Up:** 1750 Newton Street NW DC

B.4.7.2.1.a Vans shall arrive and wait for children at 7:45am

B.4.7.2.1.b Depart with students on board at 8:05am

B.4.7.2.2 **Morning Drop Off:** 4300 13th Street NW DC

B.4.7.2.3 **Afternoon Pick-Up:** 4300 13th Street NW DC

B.4.7.2.3.a Vans shall arrive and wait for children at 3:00pm

B.4.7.2.3.b Depart with students onboard at 3:45pm

B.4.7.2.4 **Afternoon Drop-Off:** 1750 Newton Street NW DC

B.4.7.2.5 **Alternate Price for Emergency Services** \$ _____

B.4.8 OPTION-YEAR TWO -- SCHOOL 3 Murch ES to UDC

Option-Year 1 – 07/01/1019--06/30/2020							
CLN No.	Day/Time	Description	Pick-up for Return to Home School	# of Vans	# of Days	Unit Price	Extended Price
		Pick-up from Home School	Time				
2001	Monday-FridayAM 8:15	Bancroft ES to Sharpe Health 30 students(1 adult, vans)	3:30PM 30 Students (1 adult, vans)		180		
						Total Option Yr. 2	

B.4.8.1 To be responsive, the prospective bidders must submit with their bids, an alternate price in the event of an emergency and if the DCPS needs to relocate the students to a new building/space. The alternate price will not be evaluated in the total bid price. The alternate price will be used only for an emergency purpose.

B.4.8.2 These vans report to schools at designated time and transport students from Bancroft ES to Sharpe Heath as follows:

B.4.8.2.1 **Morning Pick-Up:** 1750 Newton Street NW DC

B.4.8.2.1.a Vans shall arrive and wait for children at 7:45am

B.4.8.2.1.b Depart with students on board at 8:05am

B.4.8.2.2 **Morning Drop Off:** 4300 13th Street NW DC

B.4.8.2.3 **Afternoon Pick-Up:** 4300 13th Street NW DC

B.4.8.2.3.a Vans shall arrive and wait for children at 3:00pm

B.4.8.2.3.b Depart with students onboard at 3:45pm

B.4.8.2.4 **Afternoon Drop-Off:** 1750 Newton Street NW DC

B.4.8.2.5 **Alternate Price for Emergency Services \$ _____**

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND/HISTORY/OBJECTIVE

C.1.1 The Districts of Columbia Public Schools (DCPS), Office of Schools and Operations (OSO) is in the process of renovating and modernizing many of its public school buildings. Several

schools are being closed down temporarily while the renovations and modernization are in progress. It has become necessary that students are assigned from the closed or “home” schools to different new locations in the DCPS system.

C.1.2 The DCPS will provide transportation to the Pre-Kindergarten students under for Swing Space transportation services with the buses equipped with seat belts, boosters, and car seats from their closed or “home” schools to the new swing space schools as allocated to them. The bus service will pick the students up from their “home” schools to the new locations in the morning and pick them up from the new schools to their respective “home” schools at the times and places indicated in Section B.4 of this solicitation package.

C.1.3 DCPS also seeks to provide transportation for the students in the event of a school emergency that requires relocation of students to a new building/space, using buses equipped with seat belts, boosters, and car seats.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
C.4.1 C.4.3	Website http://www.fmca.dot.gov/	U.S. Department of Transportation Federal Motor Carrier Safety Administration	March 2013
C.4.7	Website http://www.fmca.dot.gov/rules-regulations/administration/fmcsr/fmcsrguidedetails.aspx?menukey=382	49 CFR, Part 40 and Part 382: Controlled Substances and Alcohol Use and Testing	April 2013
C.4.11	Website http://www.defensivedrivingsolutions.com/blog/2011/11/10/defensive-driving-class-cdl-drivers	Defensive Driving Class Commercial Driver’s License Drivers	November 2011

C.3 DEFINITIONS

This term when used in this solicitation has the following meaning:

C.3.1 Emergency Situation: Emergency condition is a situation such as a flood, epidemic, riot, equipment failure or other reason set forth in a proclamation by the Mayor which creates an immediate threat to the public health, welfare and or safety of the students.

C.4 SCOPE OF SERVICES:

C.4.1 The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions, on behalf of the **Office of the Schools Operations (OSO)**, is seeking the services of a Contractor to provide transportation services, using Vans equipped with seat belts for DC Public School students, Pre-Kindergarten who are to be transported from their “home” schools to temporary school locations or Swing Space schools while the home schools are being repaired and modernized.

C.4.2 There is a fluctuation of between 20 and 60 students per school/per year. The students will range in ages from three (3) to five (5) years old and are in Pre-kindergarten. The contractor shall pick up the students from their “home” schools and drop-off at the new swing school and then pick-up at the new swing schools and return them to their “home” schools as specified in Section B.4 of this solicitation.

C.4.3 The Contractor shall provide safe (Vans equipped with seat belts, booster seats and car seats) and timely transportation for all the DCPS’ students participating in the Swing Space Transportation. The Contractor shall also be in compliance with all the applicable Federal, municipal and District of Columbia Board of Education laws, regulations, policies and standards for the transportation of children. **See Section C.2**, Applicable Document.

C.4.4 The Contractor shall provide all management, supervision, personnel, including Aides, equipment, vehicles, fuel, vehicle maintenance, material and supplies required to perform the services required under this contract.

C.4.5 The Contractor shall provide drivers who meet all federal, municipal and District of Columbia Board of Education laws, regulations, policies and standards for the transportation of children. **See Section C.2**.

C.4.6 The Contractor shall possess, prior to contract execution, a **Certificate of Necessity** for the Washington Metropolitan Transit Commission that attests to its authority to engage in the business of transporting persons through the Washington Metropolitan Area

C.7 The Contractor shall ensure that every driver meets the following requirements prior to providing services under the contract:

C.7.1 Possess a current and valid Commercial Driver’s License (CDL) with the appropriate endorsements as applicable.

C.7.2 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.7.3 Obtain and maintain a valid School Bus Operator’s License (SBOL) issued by the District of Columbia, Department of Motor Vehicles as applicable for driver operating Vans transporting passengers (Pre-K Students).

C.7.4 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.7.5 The Police and FBI Background Investigation Checks as specified above in Section C.4.5.4., 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) days. The selected Contractors must contact the Office of Security as soon as the selection has been made by DCPS/OCA and the selected Contractor has been official informed of its selection.

C.7.6 Shall be 18 years of age or older.

C.7.7 Must have successfully completed a defensive drive training course; and provide a copy of the certification of successful completion to the DCPS DOT as applicable for transporting passenger.

C.7.8 Shall Obtain and maintain Cardiopulmonary Resuscitation (CPR)/Frist Aid Certification;

C.7.9 Shall be free from communicable diseases and physically able to perform the duties prescribed in the contract.

C.7.10 Must have their operating credentials and license with them while performing under this contract;

C.7.11 Shall follow the traffic laws of any jurisdiction in which they drive while in the performance of the contract;

C.7.12 Shall assume full responsibility for the safe and proper and on-time operation the vehicle that is assigned to him/her;

C.7.13 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.7.14 Shall monitor the full interior length of the Vans to ensure that each child has departed the Van at the end of each trip;

C.4.8 The Contractor shall:

C.4.8.1 ensure that every attendant (Aide) meets the following requirements prior to providing service under this contract;

- C.4.8.2** Has successfully cleared the DC MPD and F.B.I. background investigation.
- C.4.8.3** establish and maintain employee files documenting that employees performing under the contract meet all contract requirements (The contractor shall make these files available for inspection by the Contracting Officer or his/her designee).
- C.4.8.4** transport children and staff Monday through Friday, except for legal and school holidays as required by DCPS and the District Government.
- C.4.8.5** maintain correct and accurate records in the form of a “trip sheet” reflecting the number of trips, student ridership, and destinations which shall be turned-over to the DCPS DOT on a weekly basis.
- C.4.8.6** provide Vans with seatbelts for up to 15 passengers which includes booster and car seats.
- C.4.8.7** Display its name on the exterior of each vehicle. Additionally each vehicle shall;
 - C.4.8.7 (a)** Have fire extinguishers approved by the Washington Metropolitan Area Transit Commission.
 - C.4.8.7 (b)** Have a first aid kit of appropriate size and capacity.
 - C.4.8.7 (c)** Have a minimum seating capacity of 15 passengers.
 - C.4.8.7 (d)** Have a two-way radio or other communication device that facilitates communication between the drivers and a supervisor/dispatcher.
 - C.4.8.7(e)** The Contractor shall perform preventive and corrective maintenance on all vehicles used in the performance of this contract; and
 - C.4.8.7(f)** The Contractor shall ensure that vehicles used in the performance of this contract are inspected annually.
- C.4.8.8** 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 DCP, resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or agents. All the contractors’ employees shall comply with all rules of DCPS for neatness and courtesy.
- C.4.8.9** The Contractor and its employees shall comply with all waged and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contract 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 statutes. Attached as Attachment XX

C.4.8.10 The DCPS Division of Transportation (DOT) will provide in-service training for all drivers and aides employed by the contractor, but only after the aides have successfully passed the physical examination and the drug and alcohol tests as well as the DC MPD and F.B.I criminal background investigations.

C.4.9 The Contractor Shall also be responsible for the following:

C.4.9.1 payment for the time spent in training shall be made by the contractor and submitted via invoice to the DCPS Chief Financial Officer for approval and payment in accordance with **Section G. Contract Administration Data, Paragraph G.2 Invoice Submittal.**

C.4.9.2 submit with its proposal, an Emergency Plan to be utilized in the event of a school emergency that requires relocation of students to a new building/space.

C.4.9.3 design and provide a bus schedule to be used in the performance of this Contract, which shall be approved by DCPS seven (7) days before the start of this contract

C.4.9.4 provide a monthly report indicating the number of students and the schools where they have been transported during the month, attached to its invoices.

C.4.9.5 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.4.9.6 submit in writing with its Bid a BACK-UP Plan that would prevent any disruption in services in the event that any of the buses to be used in the performance of this contract breaks down.

C.4.9.7 must document in writing and submit with their bids, their capability and capacity to meet each and every one of the requirements outlined in Section B, and Section C of this solicitation to be considered responsive.

C.4.9.8 ensure each child is properly secured in the Child Safety Restraint System.

C.4.9.9 ensure there is one adult aide to every 15 preschool-aged children on its bus in addition to the driver.

C.4.9.10 complete and submit to the Contract Administrator (CA) monthly, the Ridership List

using the template in **Attachment J.11.**

C.4.9.11 The transportation Aides shall verify that all students are seated in their seats with functional seatbelts and verify that all belts along with the booster seats and car seats as applicable are secured.

C.4.9.12 Existing Van seats shall only be retrofitted with lap belts or child restraint anchorages as instructed by the school Van manufacturer as applicable.

C.4.9.13 All preschool-aged children shall be seated in the front rows of the bus.

SECTION D: PACKAGING AND MARKING

D.1 N/A

SECTION E: INSPECTION AND ACCEPTANCE

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

E.2 SUPERVISION AND INSPECTION

Inspection and acceptance of the required services will be performed by the appointed Contract Administrator (CA).

E.3 INSPECTIONS

The method of inspection will be through direct observation of contractor's performance, review of the contractor's daily trip sheets and other performance records.

E.4 INSPECTION OF WORK

The DCPS will inspect all work in accordance with clause 6, "Inspection of Services" of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, **Attachment J.1.**

E.5 REJECTION OF WORK

All rejected work will be handled in accordance with clause 6, "Inspection of Services" of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, **Attachment J.1.**

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TYPE OF CONTRACT

The District intends to award a single Firm Fixed Price contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

F.2 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from the date of award with one year option period for one school and two one-year option period for two schools, if exercised by DCPS.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of one one-year option period 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.3.2 If the District exercises this option, the extended contract shall include this option Clause.

F.3.3 The price for the option period(s) shall be as specified in the Section B of the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

F.4 DELIVERABLES

F.4.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

F.4.2 The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.4.6.13	Bus Schedule	1	Hard Copy/ Soft Copy	Weekly on Fridays
C.4.6.5 C.4.6.14	Daily Bus Ridership Report (Attachment J.11)	1	Hard Copy/ Soft copy	Monthly with Invoice
C.4.6.7(e)	Bus Preventive Maintenance program Report	1	Hard Copy/ Soft Copy	Upon Request
C.4.5.8 C.4.5.9	Copy of Health Report for drivers and attendants (aides)	1	Hard Copy/ Soft Copy	One week before start of contract
C.4.5.13	Accident/Incident Report	1	Hard Copy/Soft Copy	Per Occurrence
C.4.6.7(f)	Vehicle Annual Inspection Documentation	1	Hard Copy/Soft Copy	Annually

F.5 NOTICE OF DISAPPROVAL

F.5.1 The CA will provide written notice of disapproval of a deliverables to the Contractor within fourteen (14) days of submission if it is disapproved.

F.5.2 The notice disapproval shall state the reasons for disapproval as specifically as is reasonable necessary and the nature and extent of the corrections required for meeting the contract requirements.

F.6 RESUBMISSION WITH CORRECTIONS

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the deliverables.

F.7 NOTICE OF APPROAL/DISAPPROVAL OF RESUBMISSION

Within thirty (30) days following resubmission of any disapproved deliverable, the CA will give written notice to the Contractor of the approval, conditional approval or disapproval.

F.8 FAILURE TO RESPOND TO RESUBMISSION

In the event that the CA fails to respond to Contractor’s resubmission within the applicable time period, the Contractor shall notify the CA in writing that is intends to delay subsequent work until CA responds in writing to the resubmission.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9. The address of the CFO is:

District of Columbia Public Schools
Office of the Chief Financial Officer
1200 First Street NE, 11th floor
Washington, D.C. 20002
(202) 442-5255

G.2.1.1 The Contractor shall also submit its invoices electronically to the Office of the Chief Operations Officer (COO): dcps.invoices@dc.gov, and the Contract Administrator named in Section G.9.

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

G.2.2.1 Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 METHODS OF PAYMENT

Payments shall be based upon Section B, (Price Schedule) and Section F (Deliverables).

G.4.1 ELECTRONIC PAYMENTS

- G.4.1.1** The District reserves the right to make payments to the Contractor by wire or NACHA transfer and will provide the Contractor at least thirty (30) days notice prior to the effective date of any such change.
- G.4.2** Where payments are made by electronic funds transfer, the District will not assume responsibility for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Glorious Bazemore
Contracting Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Telephone: 202-724-5112
Fax: 202-442-5634
Email address:glorious.bazemore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Sydney Moreau
Analyst, School Operations
1200 First Street, N.E, 9th Floor
(202) 280-9280
Sydney.moreau@dc.gov

- G.9.3** It is understood and agreed that 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.

G.10 CORRECTIVE ACTION – WITHHOLDING OF PAYMENTS

G.10.1 In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.1, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

G.10.2 The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract of in any policies and procedures prescribed by the Government of the District of Columbia.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

- H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (“DOES”) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No.:2015-4281; Date of Revision: 04/08/16, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and listed herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the CO the Contractor’s compliance with section H.5.4 of this clause; or
 - (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a Certified Business Enterprise (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 certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code §2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is 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 by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of Department of Small Local Business Development (DSLBD). Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- H.9.2.1** The name and address of each subcontractor;
- H.9.2.2** A current certification number of the small or certified business enterprises;
- H.9.2.3** The scope of work to be performed by each subcontractor; and
- H.9.2.4** The price that the prime contractor will pay each subcontractor.
- H.9.3** Copies of Subcontracts

Within 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, the District of Columbia Auditor and the Director, DSLBD.

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.4 Subcontracting Plan Compliance Reporting.

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit 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:

H.9.4.1.1 The price that the prime contractor will pay each subcontractor under subcontract;

H.9.4.1.2 A description of the goods procured or the services subcontracted for;

H.9.4.1.3 The amount paid by the prime contractor under the subcontract; and

H.9.4.1.4 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 and the 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 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.10.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

[Van Drivers and Van Attendants]

H.10.2 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 and Bus Aides]

H.10.3 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.10.4 The Contractor shall inform all applicants requiring a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.10.5 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.10.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.10.7 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.10.5(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.10.8 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.10.9 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.10.10 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.10.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.10.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.10.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.10.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting

officer the CA’s decision after his or her assessment of the criminal background or traffic record check.

- H.10.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.10.16** 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.10.1 and H.10.2.
- H.10.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.10.18** The CA will 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 will inform the CO of its decision, and the CO will inform the Contractor whether an offer may be made to each applicant.
- H.10.19** 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.10.20** 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.10.21** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data

furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall

ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$5,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000.00 per accident for injury; \$500,000 per employee for disease; and \$1,000,000.00 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000.00 per occurrence, including the District of Columbia as additional insured.
6. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
7. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as

their interests may appear.

- 8. Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$3,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- 9. Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

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

- B. 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.**
- C. 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.
- D. 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.
- E. NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- F. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Glorious Bazemore
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE, 9th Floor
Washington DC 20002
Telephone No.: (202) 442-5112
Facsimile No.: (202) 442-5634/5093
E-mail address: glorious.bazemore@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand

against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer (CO).

I.12 GOVERNING LAW

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

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. : 2015-4281, Revision No. : 3, Date of Revision: 04/08/2016	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 www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.7	Tax Certification Affidavit	Yes
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.9	Subcontracting Plan Form	Yes

Attachment Number	Document	To Be Submitted with Bid
J.10	Sample Bus Route Trip Ticket	Yes
J.11	Van Ridership Template	No
J.12	DCPS 2016-2017 Traditional School Calendar	NO

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

K.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.2.(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.2.(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.2.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.3.(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.(1) through K.2.(6) of this clause.

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

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and 3 copy. The DCPS will not accept a facsimile copy of a bid as an original bid. All items accepted by the DCPS, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder’s offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: “Bid in Response to SOLICITATION NO: GAGA-2016-I-0085: SWING SPACE TRANSPORTATION SERVICE.**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.2 The DCPS may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.3 The DCPS may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.4 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify the bid.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted **no later than 12:00pm**, local time on **Wednesday, August 24, 2016**, as specified in Section A.9 of the solicitation cover page.

L.4.1 Bids will be opened after the bid closing date and time on Wednesday, **August 24, 2016**. DCPS will make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, facsimile transmission or e-mail at any time before the closing date and time for receipt of Bids.

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

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District Office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids ; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the DCPS after receipt.

L.6.2 Postmarks

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

shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE BID

If a prospective bidder has any questions relative to this bid, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than **two (2)** days prior to the closing date and time indicated for this solicitation. The DCPS will not consider any questions received less than two (2) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than two (2) days before the date set for submission of bids. The DCPS will furnish responses promptly to all prospective bidders. An Amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this IFB. Instead, they should advise the contracting officer, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not ;notify the Contracting Officer, that future solicitations are desired, the recipient’s name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than five (5) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a bid which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this IFB, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

L.12 SIGNING OF BIDS

L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BIDS WITH OPTION YEARS

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

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of bidder;
- L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 BID OPENING

DCPS will make available the name of each bidder, the bid price, and other information that deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

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

L.18 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the DCPS its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within two (2) days of the request by the DCPS.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve points on a 100-point scale for bids for bids submitted in response to this IFB. There will be no

preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

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

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

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

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

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

M.2 EVALUATION OF OPTION YEARS

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