

SOLICITATION, OFFER, AND AWARD *** Government of the District of Columbia				1. Caption Private Transportation				Page 1 of 48 Pages	
2. Contract Number		3. Solicitation Number GAGA-2020-R-0086		4. Type of Solicitation X Sealed Bid (IFB) Sealed Proposals (RFP) Other		5. Date Issued August 24, 2020		6. Type of Market X Open Set Aside Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9 th floor Washington, D.C. 20002				8. Address Offer to: dcpsoca.inquiries@k12.dc.gov					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in three (3) hardcopy and one flash drive 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 No later than 1:00pm EST September 10, 2020.									
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 Yawovi Klouvi			B. Telephone Number Phone 202.442.5114			C. E-mail Address Yawovi.klouvi@k12.dc.gov		
11. Table of Contents									
(X)	Section	Description	Page	(X)	Section	Description	Page		
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	01	X	I	Contract Clauses	25 to 37		
X	B	Supplies or Services and Price/Cost	02 to 05	PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	05 to 11	X	J	List of Attachments	37		
X	D	Packaging and Marking	11	PART IV- REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications and other Statements of Offerors	38		
X	F	Period of Performance & Deliverables	11 to 12						
X	G	Contract Administration Data	12 to 17	X	L	Instructions, Conditions & Notices to Offerors	39 to 44		
X	H	Special Contract Requirements	17 to 25	X	M	Evaluation Factors for Award	44 to 48		
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(s)	Date	Amendment Number	Date			
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date		
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), Contracts and Acquisitions Division, on behalf of the Office of the Chief Operating Officer (OCOO), School Operations Division (SOD) is seeking contractor(s) to provide timely transportation services to students with disabilities between the age of 3 to 22 years old enrolled in a general or special education program(s) either in the District of Columbia, Maryland or Virginia, to be transported between home, school, and/or other DCPS-authorized activities.

B.2 The District contemplates multi-award of Indefinite Delivery Indefinite Quantity (IDIQ) type contract(s) in accordance with 27 DCMR Chapter 24.

B.2.1 The Task Orders will be issued in the form of Purchase Orders.

B.3 PRICE SCHEDULE - IDIQ

B.3.1 Base Year October 1, 2020 thru September 30, 2021

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (per trip cost)	Estimated Quantity Minimum	Estimated Quantity Maximum	Minimum Total Price (per trip cost x min qty)	Maximum Total Price (per trip cost x max qty) not-to-exceed
0001	DC: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
0002	DC: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
0003	Maryland: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
0004	Maryland: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
0005	Virginia: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
0006	Virginia: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
Grand Total					\$	\$

B.3.2 Option Year One**October 1, 2021 thru September 30, 2022**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (per trip cost)	Quantity Minimum	Quantity Maximum	Minimum Total Price (per trip cost x min qty)	Maximum Total Price (per trip cost x max qty) not-to-exceed
1001	DC: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
1002	DC: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
1003	Maryland: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
1004	Maryland: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
1005	Virginia: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
1006	Virginia: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
Grand Total					\$	\$

B.3.3 Option Year Two**October 01, 2022 thru September 30, 2023**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (per trip cost)	Quantity Minimum	Quantity Maximum	Minimum Total Price (per trip cost x min qty)	Maximum Total Price (per trip cost x max qty) not-to-exceed
2001	DC: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
2002	DC: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
2003	Maryland: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
2004	Maryland: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
2005	Virginia: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
2006	Virginia: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
Grand Total					\$	\$

B.3.4 Option Year Three**October 01, 2023 thru September 30, 2024**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty Min.	Qty Max	Minimum Total Price (per trip cost x min qty)	Maximum Total Price (per trip cost x max qty) not to exceed
3001	DC: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
3002	DC: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
3003	Maryland: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
3004	Maryland: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
3005	Virginia: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
3006	Virginia: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
Grand Total					\$	\$

B.3.5 Option Year Four**October 01, 2024 thru September 30, 2025**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Qty Min.	Qty Max	Minimum Total Price (per trip cost x min qty)	Maximum Total Price (per trip cost x max qty) not to exceed
4001	DC: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
4002	DC: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
4003	Maryland: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
4004	Maryland: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
4005	Virginia: Pick-up or Drop-off (One Way)	\$	10	500	\$	\$
4006	Virginia: Pick-up and Drop-off (Round Trip)	\$	10	500	\$	\$
Grand Total					\$	\$

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

- B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.
A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1** The DCPS School Operations Division intends to improve the quality and delivery of transportation services for students with disabilities through the provision of rapidly available and deployable resources to bridge any shortfalls between the organic capabilities of District and stakeholders.
- C.1.2** The District of Columbia Public Schools (DCPS) is seeking a contractor to provide timely transportation services to and/or from school or other DCPS-authorized activities for DCPS students with disabilities between the ages of 3 and 22.

C.2 APPLICABLE DOCUMENTS

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

No.	Title	Date
1	Section 504 of the Rehabilitation Act of 1973, 34 CFR §§104.37, 104.43	1973
2	Individuals with Disabilities Education Act (IDEA), 20 USC 1401(22)	2004
3	Individuals with Disabilities Education Act (IDEA), Part B, 34 CFR	2004
4	Federal Privacy Act http://justice.gov/opcl/1974privacyact-overview.htm	2012
5	Petties v. District of Columbia, Civ. Action No. 95-0148. Final Judgment and Order of Dismissal	2012
6	Family Educational Rights and Privacy Act of 1974 (FERPA)	1974
7	Health Insurance Portability and Accountability of 1996 (HIPAA)	1996
8	D.C. Official Code § 48-901.01, et seq.	
9	Office of the State Superintendent of Education Transportation Handbook for Parents/Guardians of Special Education Students	2011-2012
10	Federal Motor Carrier Safety Administration, Title 49, §§ 382.101-301-303	
11	Federal Motor Carrier Safety Administration, Title 49, §§ 383.1	
12	D.C. Personnel Regulations, Part I, Chapter 39, Section(s) 3902, 3903, 3904, 3905	2009
13	D.C. Personnel Regulations, Part 1, Chapter 4, Section(s) 410, 415, 419	2016
14	Federal Register/Vol. 69, No. 71- Mandatory Guidelines for Federal Workplace Drug Testing Programs	2004
15	District of Columbia Government Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139; D.C. Official Code § 1-601.01 et seq. Sec. 2057	3/3/79

16	DC Office of the State Superintendent of Education, Division of Student Transportation, Standard Operating Procedures BO.39 – Inclement Weather for Vendors	
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C.3 DEFINITIONS

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

- a. **Alcohol** – the intoxicating agent in a liquid form that may be in a constituent of wine, beer, spirits, other drinks and/or beverages.
- b. **Allowable Vehicle** – appropriately equipped sedans, mini-vans, accessible vehicles and other multipurpose vehicles that meet industry standards and any applicable federal or state regulations for the transportation of persons with or without disabilities.
- c. **Authorization Letter** – Documentation provided by DCPS Contract Administrator (CA) to Contractor that initiates the start of transportation services for eligible students. This document includes the following: student name, contact information, student transportation accommodation information, pick-up/drop-off addresses, projected pick-up/drop-off times, and actual pick-up/drop-off times.
- d. **Background Check (suitability investigation)** – An investigation or reference checks that serves as verification of a person’s criminal record, motor vehicle violations, education, employment history, and all other activities that have occurred in the past in an effort to confirm their validity determination conducted by personnel staff to determine that personnel comply with local laws (District of Columbia) and, if applicable Federal laws and guidelines to provide services to students.
- e. **Contracted staff** – staff employed by the company who should serve as but not limited to “motor vehicle operator” (driver) and “vehicle attendant”. These persons are hired by the contractor.
- f. **Controlled Substance** – a drug, substance or immediate precursor, as set forth in Schedule(s) I through V, of the D.C. Official Code §48-901.01 et seq.
- g. **Emergency** - an act or circumstance that is usually serious, unexpected, and or a dangerous situation that requires an immediate action and is usually beyond the direct control of stakeholders involved.
- h. **Individualized Education Program (IEP)** - a written statement of the educational program designed to meet a student’s individual academic, social, emotional, physical needs.
- i. **Individuals with Disabilities Education Act (IDEA)** –a federal special education law that requires state and public agencies to provide a free appropriate public education (FAPE) to students with disabilities that includes special education and related services.
- j. **Motor Vehicle Operator** – trained personnel that have passed a background check, that have primary responsibility for the operation of the student transport by way of the allowable vehicle, and other pieces of work-related equipment used for the transport of the student to and from their designated education program and their home. This is also known as the “driver” of the vehicle.
- k. **No-show** – a student who fails to be available for transport after contracted staff has arrived during the scheduled pick-up window and followed all protocols and procedures (e.g. proceeded to the exterior door, remained for the agreed upon wait time to transport student to and/or from school/other activity).
- l. **Pre-Employment Testing** – a drug and alcohol test conducted before an applicant is hired in a safety-sensitive position requiring a commercial Motor Vehicle Operator’s license and for the operation of a commercial motor vehicle.
- m. **Contract Administrator (CA)** – District of Columbia of Public Schools (DCPS) designated point of contact who manages this contract.
- n. **Ride Time** – the time between student pick-up and student drop-off between the approved and agreed upon locations for student transportation.
- o. **Route** - pick-up and drop-off address for a student or group of students to and from their respective educational programs.
- p. **Specialized Equipment** – equipment that is required to get a student into or out of the vehicle (lifts, harnesses, and brackets), maintain student safety while in the vehicle (i.e. child safety restraints, security

devices, car seats, seat belts, air conditioning or climate control techniques), or address emergency concerns.

- q. **Vehicle Attendant** – personnel that have passed a suitability investigation, to provide personalized services to work with children and assist students. Attendants shall provide aide and support services to all students who may require direct supervision.

C.4 BACKGROUND

C.4.1 The DCPS mission is to ensure students reach their full potential through rigorous and joyful learning experiences provided in a nurturing environment and to ensure that, as an institution we work together to build, sustain, and improve our capability for all students to feel loved, challenged, and prepared to positively influence society and thrive in life.

C.4.2 These services must be provided, uninterrupted, throughout the school year and Extended School Year (ESY), in accordance with the Individuals with Disabilities Education Act (IDEA) 34 CFR. Refer to Section C.2 APPLICABLE DOCUMENTS.

C.5 REQUIREMENTS

C.5.1 DRIVER/VEHICLE ATTENDANT REQUIREMENTS:

- a. The Contractor shall provide services daily between the hours of 5:30am to 6:00pm, or until the last rider has been delivered to their respective destination.
- b. The Contractor shall provide all supervision, personnel, licenses, insurances, equipment, fuel, and operating supplies required to perform the requested transportation services. The Contractor shall comply with all required Federal, State, District or Municipal regulations that are required to perform transportation services during the term of the contract. The Contractor shall possess all certifications pertaining to their state and local requirements. Vehicles operating outside of Washington, DC and may be traveling to any immediate counties (including, but not limited to, Montgomery County, Baltimore County, Prince George’s Counties in Maryland; Arlington County and Fairfax Counties in Virginia). Contractor should possess authority to operate as a carrier service of passengers by motor vehicles by Intra-State Commerce. The Contractor shall provide all certification at contract initiation and maintain throughout the term of this contract.
- c. The Contractor must comply with all applicable State and Federal laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990.
- d. The Contractor shall provide motor vehicle operators and vehicle attendants that have been hired in compliance with Section 2011 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (CMPA), effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-620.11 (2014 Repl.)), and federal regulations issued pursuant to 49U.S.C § 31306 (currently, 49 C.F.R. Parts 382-385).
 - i) The Contractor-provided motor vehicle operators and vehicle attendants are considered “safety-sensitive positions” and shall follow Applicable Documents under the District of Columbia Government D.C. Personnel Regulations, Chapter 4 Section C.5.1.5 No. 13 Subsection 410.1 and 410.2
- e. The Contractor shall provide one (1) driver and at least one (1) attendant in each vehicle when transporting students under this contract.
- f. Drivers and attendants are required to wear visible identification badges or similar items, so staff may be easily identified as employees of their company.
- g. All drivers/attendants must be at least 18 years of age.
- h. Drivers/attendants must not have been convicted of any felony crime and/or misdemeanor related to health care fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;

- child abuse; patient abuse in connection with the delivery of a health care item or service. The Contractor is required to submit a copy of the Certificate of Authority from the Washington Metropolitan Area Transit Commission (WMATC) for vehicles operating in Washington DC, Montgomery and Prince George's Counties in Maryland, and Arlington and Fairfax Counties in Virginia;
- i. All drivers/attendants must remain current with their background checks and employees must renew every two (2) years. This includes but not limited to being fingerprinted, TB tests (12 months), drug testing, and other requirements per meeting the compliant standards for DCPS;
 - j. The Contractor shall have the following documents on file for each staff member:
 - i. Verification of resume content, past employment with directly related experience
 - ii. Valid driver's license
 - iii. Copy of driving record (updated annually)
 - iv. Minimum of a high school diploma or GED
 - v. TB test (Must be updated annually).
 - vi. CPR training (Must be completed annually)
 - vii. Drug test (Initial drug test and every year thereafter)
 - k. The Contractor shall have enough staffing to provide the level of service and supervision necessary to ensure the safety of all clients;
 - l. The Contractor shall notify the CA within twenty-four (24) hours whenever the Contractor is unable to comply with the provision of services;
 - m. The Contractor shall terminate or deny employment to any employee, prospective employee, and intern or volunteer, for misrepresenting his/her background information. In addition, the Contractor shall immediately terminate any employee, intern or volunteer for drug or alcohol abuse, or the perpetration of child abuse of any child;
 - n. The Contractor shall develop and maintain an on-call or back-up driver plan to compensate for employees who are absent from work for any reason. The Contractor shall ensure that each transport vehicle is staffed with a driver and attendant and that transportation is not interrupted due to staffing issues;
 - o. Drivers /attendants/ escorts must not appear on any state or federal Sex Offender Registry;
 - p. All drivers /attendants shall NOT use alcohol, narcotics, medical marijuana, illegal drugs or drugs that impair ability to perform while on duty and shall NOT abuse alcohol or drugs. The transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of those being transported by drivers/attendants, whether those drugs are legally prescribed or not;
 - q. Drivers /attendants must not smoke while in the vehicle, operating the vehicle, or while in the presence of any DCPS student passenger. Given the sensitivity of students and their condition, all vehicles should remain free of the smell of smoke;
 - r. Drivers /attendants must not wear any type of headphones at any time while on duty, except for hands-free headsets for mobile telephones if this is the company communication device;
 - s. The vehicle attendant must always be seated with the student(s). Under no circumstance shall the attendant be seated in the front of the vehicle with the motor vehicle operator if a student is in the vehicle unless a 1:1 aide is prescribed in the students' IEP;
 - t. The Contractor shall attempt to fill the attendant positions with an applicant who has demonstrated ability in working with children with special needs and met the legal requirements per the background checks. The Contractor shall also ensure that the attendant safely assists the clients on and off the vehicles at the pick-up and drop-off sites and provides adequate supervision throughout the duration of transport;
 - u. Drivers/attendants must assist DCPS students getting into and out of the vehicle and confirm that all seat belts are fastened. If the student requires a booster or car seat, the driver and/or attendant must also make sure that seatbelts attached to the devices are also fastened. No DCPS student will be transported unless all passengers are buckled; the number of persons in the vehicle, including the driver, must not exceed the vehicle;

- v. Drivers/attendants must ensure DCPS students in wheelchairs are always properly secured prior to departure and while in transit. Upon arrival at the destination, the vehicle should be parked or stopped in front of the building on the same side or within proximity to the building on the same side so that DCPS students do not have to cross streets to reach the entrance of their destination. Drivers must not leave students unattended in the vehicle. Drivers/attendants must not touch any recipient except as appropriate and necessary to assist the students into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained;
- w. The Contractor shall provide in writing the name and contact number of any and all contractor provided personnel providing transportation services to the Contract Administrator;
- x. Upon notice, the contractor shall immediately provide notification to the Contract Administrator of any changes to personnel assigned to this contract and routes;
- y. The Contractor shall respond to and notify the Contract Administrator about all disciplinary incidents as well as other medical and non-medical emergencies. The Contractor shall ensure that all drivers and attendants/escorts are sufficiently trained in de-escalation techniques pertaining to children whose behaviors pose a risk to the safety of self;
- z. The Contractor shall provide all necessary training to ensure that all vehicle drivers and attendants have a full understanding of and are in compliance with vehicle safety and disciplinary rules;
- aa. Contractor's key personnel shall include at least one (1) POC who will be available to work with the CA on a day-to-day basis to assist with processing referrals, coordinating transportation, invoicing, and daily operations as DCPS strives to work in partnership with contractor to provide excellent services to clients.
- bb. The Contractor shall maintain a confidential personnel file for each staff person employed under this contract. A copy of the job description, employment application and all appropriate clearances shall also be in the file. All personnel files shall be available for inspection by the CA during scheduled or unscheduled visits and upon request, within thirty (30) days after date of contract award.
- cc. The Contractor shall ensure that drivers obey all posted traffic signals. DCPS shall not be responsible for traffic, parking tickets or other liabilities incurred as a result of driver negligence.

C.6.2 OPERATIONS & LOGISTICS

- a. The Contractor shall confirm the routing schedule provided on the authorization letter. Requests to the contractor for route changes should only be made by an approved DCPS Central Office employee such as the identified DCPS Contract Administrator.
- b. The Contractor shall not transport student(s) to any other location than the authorized locations identified on the authorization letter.
- c. The Contractor shall upon receipt of a transportation request from the DCPS, notify the respective parent/guardian of the student(s) to be transported in writing via letter or email. This notification must be coordinated and confirmed with the DCPS Contract Administrator as well.
- d. The Contractor must coordinate and collaborate with the DCPS Contract Administrator, prior to any attempt to meet in-person with the parent/guardian for the purpose of introduction prior to the start of the route to discuss any aspect of the student's needs that the parent/guardian feels is pertinent while transporting the student, and/or for any other pertinent reason.
- e. The Contractor shall designate an employee to serve as Dispatcher who shall work with the CA on a day-to-day basis. The Contractor shall ensure that each driver has a valid driver's license in his or her possession, while operating a vehicle. The driver's license shall be appropriate for the type of vehicle being driven.
- f. The Contractor shall ensure that if a Driver experiences an emergency, such as vehicle breakdown or accident, he/she shall notify their Dispatcher immediately, who will immediately notify the CA. The CA will then notify the school and/or parent.
- g. The Contractor shall ensure the driver contacts 911 for medical emergencies and assistance. Upon contacting 911, the driver shall then contact the Dispatcher for the contractor.
- h. The Contractor shall ensure that this information is immediately reported to DCPS CA and shall submit, in writing, an Incident Report to the CA within twenty-four (24) hours of the accident.

C.6.3 ALLOWABLE VEHICLE

- a. The Contractor should possess allowable motor vehicles (excluding sedans) within their fleet. These vehicles shall meet ADA requirements for the mobility impaired, including wheelchair lifts and related tie downs (if required for that route). The vehicles shall be clean on the interior and exterior with properly functioning climate controls (air conditioning and heating) and working seatbelts. All required state or local decals, stickers, and/or license plates shall be properly displayed on all vehicles and shall always be current.
- b. The Contractor shall maintain a percentage of allowable vehicles at least 10% of total number of routes currently being serviced, or as determined in collaboration with by the Contractor and the District.

C.6.4 ROUTES/AUTHORIZATION LETTER

- a. The Contractor shall only pick up and drop off students at the locations specified on the authorization letter. If there is a need for an alternative pick-up or drop-off location, the contractor shall direct the requestor to contact the CA via phone and email.
- b. Once the student has been routed, the CA shall contact the parent/guardian no later than the close of business the day before transportation is scheduled to confirm the anticipated time when the client will be picked up and/or dropped off. The Contractor shall guarantee a window of time during which they may arrive as early as 15 minutes before or as late as 15 minutes after the anticipated morning pick-up and/or afternoon drop-off time. The Contractor is not authorized to provide transportation to clients to a location other than the designated location(s) authorized by the District of Columbia of Public Schools.
- c. The Contractor shall provide timely transportation services to and/or from school for students at the agreed upon rate that has been approved by DCPS Office of Contract and Acquisition team. The maximum number of students transported should be authorized by the contractor and in compliance with all safety codes to ensure a safe and timely transport to and/or from school. Transportation should only be authorized on traditional school days and based on the DCPS approved school calendar Monday through Friday, except on the holidays specified by the DCPS. The school calendar will be provided prior to the start date of the Contract award and every year thereafter.
- d. The Contractor shall ensure that all clients are serviced within the timeframes specified within the authorization letter to the parent/guardian. The Contractor shall report every No Show to the CA on weekly basis. If a client is a “No Show” on two occasions, DCPS will follow-up with the parent/guardian to decide on whether transportation for the client may be suspended or discontinued.
- e. The Contractor must ensure that drivers maintain a daily log of all students being transported throughout the DC Metropolitan area. This includes, but is not limited to the child’s name, time and location of pick-up and drop-off, mileage; and receiving Adult or Parent contact information and signature.
- f. The Contract Administrator shall work with the contractor to monitor reports of unexpected and/or emergency closures or early dismissals. The Contractor shall make the necessary accommodations to ensure that students authorized for transportation under this contract are transported to their designated locations as needed when unexpected changes to a school’s calendar and/or other school-related emergencies occur.
- g. In the event a disaster takes place during the time that children are being transported, children shall be kept on the bus/van and the driver shall ask for assistance through radio contact with the Dispatcher. If roads are impassable, any child who is at home waiting for the bus shall not be picked up and remains the responsibility of the Parent or Guardian. In the afternoon, the driver shall make every attempt to continue delivering students to their homes. Should road conditions prevent the driver from delivering students to their home, or to school in the morning; the students shall be delivered to the nearest school site. Parents or Guardians may pick them up after the DCPS Communications Office or local radio and television outlets have announced the “all-clear” signal.
- h. The Contractor shall ensure that all daily pick-up and drop-off points are in the proximity to where the child resides, and where he/she must be transported.

- i. The Contractor shall provide transportation by the most direct routes possible, with deviations occurring only because of unforeseen circumstances, which may require rerouting, such as encounters with emergency vehicles, road repairs, or accidents. There shall be no other riders in the vehicle except for the children being transported under this Contract, the Attendant, and the Driver. The Contractor shall not “mix” passengers from any other contract or for any other reason.

C.6.6 STUDENT ADDITIONS/REMOVALS

The Contractor shall not remove a student from a route without written notice from the Contract Administrator.

C.6.7. INCIDENT/ACCIDENT REPORTING

The Contractor is responsible to provide a daily report to the CA of all incidents/accidents as they occur. All accidents should be reported immediately to the CA by written notice or by phone.

C.6.8. TRANSPORTATION REFERRAL PROCESS

C.6.8.1 All transportation providers must require each driver to maintain a daily trip log for each trip. The daily trip log must capture at the minimum the items below:

- a) Date of service
- b) Student Full Name/Date of Birth/USI Number
- c) Parent Signature
- d) School Name
- e) Pick Up/Drop Address
- f) School Official Signature
- g) Recipient no-show indicator
- h) Mileage for each leg of trip/price list

SECTION D: PACKAGING AND MARKING -- RESERVED

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from October 1, 2020 through September 30, 2021 as specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of **four one-year option periods**, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to

an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

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

Deliverable	Quantity	Format/Method of Delivery	Due Date
Inoperable/Breakdown Vehicle Incidents	1 per occurrence	Email	As Needed
Ridership Report	Monthly	Email	With Invoice
Daily trip reports	daily	Email	End of the day
No show reports	Per occurrence	Email	As Needed
Parent/guardian/school communication logs	Daily	Email	End of the day

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, based upon Section B (Cost or Price Schedules and Section F (Deliverables) at the prices stipulated in this contract, for 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 create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile:

- G.2.3.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.3.2** Contract number and invoice number;
- G.2.3.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.3.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.3.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.3.6** Name, title, phone number of persons preparing the invoice;
- G.2.3.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.3.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES –

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

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

G.4.2 PARTIAL PAYMENTS –

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

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

G.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 ACT

G.6.1 Interest Penalties to Contractors

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

- G.6.1.1.1** The date on which payment is due under the terms of the contract;
- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

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

- G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

G.6.3 Subcontract requirements. The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Cheryl Butler-Moore, Contracting Officer
 Resource Strategy Office, Contracts & Acquisitions Division
 District of Columbia Public Schools
 1200 First Street NE, 9th Floor
 Washington, DC 20002
 (202) 442-4351
Cheryl.Butler-Moore@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

Sherti Hendrix
 District of Columbia Public Schools
 Assistant, Special Education Inclusion Transportation
 School Operations Division
 1200 First Street NE, 9th Floor
 Washington, DC 20002
 C: 202.390.2425
 E: sherti.hendrix3@k12.dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 Rev 16 dated 04/23/2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.6.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks and drug testing for the following positions:

- Drivers and Attendants/aides

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

- Drivers

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

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

H.6.5 The Contractor shall obtain from each applicant, employee and volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;

- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

H.6.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.6.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

H.6.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.6.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.6.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

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

- H.6.12** 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.6.13** 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.6.14** 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.6.15** 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.6.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.6.1 and H.6.2.
- H.6.17** 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.6.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.6.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.6.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

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

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

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

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

H.9.2 Subcontracting Plan

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

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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

H.11 DISTRICT RESPONSIBILITIES

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

H.12 CONTRACTOR RESPONSIBILITIES

SEE SECTION C

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and

expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

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

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Including CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Forms
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor’s, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of

copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Cheryl Butler-Moore, Contracting Officer
 Resource Strategy Office, Contracts & Acquisitions Division
 District of Columbia Public Schools
 1200 First Street NE, 9th Floor
 Washington, DC 20002
 (202) 442-4351
Cheryl.Butler-Moore@k12.dc.gov

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 DISPUTES

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

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

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- i. A description of the claim and the amount in dispute;
- ii. Data or other information in support of the claim;
- iii. A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- iv. The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- i. Provide a description of the claim or dispute;
- ii. Refer to the pertinent contract terms;
- iii. State the factual areas of agreement and disagreement;
- iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

- vi. Indicate that the written document is the CO's final decision; and
- vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

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

I.13 NON-DISCRIMINATION CLAUSE

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

notice in conspicuous places available to employees and applicants for employment.

- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 RESERVED

I.15 CONTINUITY OF SERVICES

I.15.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.15.1.1 Furnish phase-out, phase-in (transition) training; and

I.15.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.15.2 The Contractor shall, upon the CO's written notice:

I.15.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.15.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the CO's approval.

I.15.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.15.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.15.5 Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

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

Attachment Number	Document	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.: No. 2015-4281 Rev 16 dated 04/23/2020	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.4	Department of Employment Services First Source Employment Agreement, available at http://ocp.dc.gov , under Quick Links, click on "Required Solicitation Documents."	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	No
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	Yes
J.8	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	Yes
J.9	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"	Yes
J.10	2020-2021 School Year Calendar	No

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award single IDIQ contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

- L.2.1** The offeror shall submit one (1) original *electronic* copy of the proposal and associated attachments. The proposals shall be submitted in two parts titled, “Technical Proposal” and “Price Proposal”. The electronic proposal shall have a 12-point font size on 8.5” by 11” paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via dcpsoca.inquiries@k12.dc.gov and file marked: [Proposal in Response to Solicitation No. RFP GAGA-2020-R-0086 “Private Transportation” The email transmission must include the name of bidder/offeror, email address, and telephone number.
- L.2.2** All attachments shall be submitted as a PDF file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**
- L.2.4** The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”
- L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.
- L.2.6** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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

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

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

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

L.4.1 Proposal Submission

L.4.1. Bids must be submitted electronically via email at: via dcpsoca.inquiries@k12.dc.gov **no later than Monday, September 14, 2020, at 1:00 PM EST.**

L.4.1.2 All attachments shall be submitted as a PDF file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered

L.4.1.3 Error in Proposal

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

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

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

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically at dcpsoca.inquiries@k12.dc.gov and The prospective offeror should submit questions no later than 2:00pm EST August 31, 2020. The District will not consider any questions received after the specified date of August 31, 2020, by 2:00pm EST. The District will furnish responses via an amendment published on the DCPS website, <https://dcps.dc.gov>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror.

The amendment will be posted on DCPS website on September 4, 2020, by 2:00pm EST. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Cheryl Butler-Moore, Contracting Officer
Resource Strategy Office, Contracts & Acquisition Division
1200 First Street NE, 9th Floor
Washington, DC 20002
(202) 442-4351
Cheryl.butler-moore@k12.dc.gov

Each certificate of insurance must identify the contract or solicitation number.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to via email dcpsoca.inquiries@k12.dc.gov. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offerors;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available

information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District with:

- a. Letters of recommendations/references and/or
- b. signed past performance evaluation form, or any convincing evidence of successful past performance from at least three customers. The references shall not be older than the past three years.

L.18.2 Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

- a. Balance Sheet, or
- b. Income Statement, or
- c. Cash Flow Statement, or
- d. Bank Letter of Credit.

L.19 PRE-PROPOSAL CONFERENCE

RESERVED

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.

4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points.

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

M.3.1 TECHNICAL CRITERIA: (75 points maximum)

A. Safety (30 points maximum)

- a. Meeting all compliance requirements (including but not limited to, driving record checks, background checks, driver identification clear and visible to parents, fleet specifications and safety features)
- b. Experience and trained to provide transportation to students with disabilities, including but not limited to behavioral, unique and/or profound disabilities

B. Management Plan, Customer Service and Quality Assurance (25 points)

- i. A management structure to successfully perform the duties herein, including;
 - a. A management plan that allows for effective timely fingerprinting and criminal background checks for drivers and aides to be deployed to perform on the contract.
 - b. A Continuity of Operations Plan, contingency planning for identification of risks and mitigation strategies
- ii. Customer Service:
 - a. Monthly and on-going reporting; demonstrated ability to track, manage, and report on transportation details for multiple trips in real time
 - b. A description of the processes, methods and technologies used by the contractor to ensure on-time performance, accurate billing and service records
 - c. Tracking invoices and spending;
 - d. Friendly, accurate, frequent communication with parents
 - e. Reference checks

- iii. Quality Assurance: The District will evaluate the offeror’s demonstrated ability to provide timely and safe transportation services. The proposal shall demonstrate:
 - a. The strategy to identify potential barriers and effective resolutions.
 - b. The strategy to mitigate and overcome barriers prior to negative impact.
 - c. Detailed performance management process and system that will be used to continuously monitor progress at meeting desired goals.

C. Past Performance (20 points maximum)

- i. The offeror shall submit a list of at least three (3) comparable work/client references preferably including one other government agency and/or school district, for which the company has conducted same or similar services to include:
 - a. Company name (point of contact, address, email, phone number)
 - b. Contract dollar amount and the start and end dates of the contract
 - c. Brief description of services provided
 - d. Number of buses, drivers and Aides used for the service.
- ii. Identify and describe prior experience providing transportation services to students with disabilities as a Contractor.

These past experiences may be different from the above required reference. Include the following information:

- a. Client names
- b. Term dates of contract
- c. Services provided
- d. Number of assigned staff
- e. Number of Available Days per week
- f. Number of students serviced
- g. Total Contract Amount
- h. Specialized skills/services provided
- i. Goals, Achievements & Outcomes

M.3.2 PRICE CRITERION: (25 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5 APPLICATION OF PREFERENCES**M.5.1 Application of Preferences**

- M.5.1.1** For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:
- M.5.1.2** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.9** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking 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 850N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.