

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption		Page of Pages	
					1	65
2. Contract Number		3. Solicitation Number	4. Type of Solicitation		5. Date Issued	
		GAGA-2018-I-0005	<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		11/13/2017	
6. Type of Market						
<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside						
7. Issued By:			8. Address Offer to:			
District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE 9th Floor Washington, DC 20002			District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE, 9th Floor Washington, DC 20002			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, 9th Floor, NE, Washington, DC 20002 until 3:00 PM EST local time 4-Dec-17 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact		A. Name		B. Telephone			C. E-mail Address	
		Joan Aird		(Area Code)	(Number)	(Ext)	joan.aird@dc.gov	
		202	535-1324					

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**OFFER**

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

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

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

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

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

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

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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District of Columbia Public Schools (District) is seeking a contractor(s) to provide educational travel services for students under the DCPS Study Abroad Program. There are two components under this solicitation.

**A) Component 1 – DCPS STUDY ABROAD**

The first component will be DCPS Study Abroad to accommodate a minimum 24 groups of a average of twenty (20) DCPS students in 8<sup>th</sup> Grade, 11<sup>th</sup> grade, Certificate 3 special education programs, and/or attending Opportunity Academies and an average of three (3) adult group leaders called "Travel Ambassadors" on private global education tours abroad and in the USA.

**B) Component 2 – DCPS-DCIAA International Student Athletes Travel**

The second component will be DCPS/DCIAA International Student Athlete to accommodate and average of sixteen (16) DCIAA student athletes, two (2) coaches, two (2) athletics trainers and one (1) staff on international matches abroad. The DCPS need is to ensure that DCIAA student athletes have successful, fun, and safe athletics based abroad trips.

**B.2** The District contemplates a multi-award firm fixed price type contract in accordance with 27 DCMR Chapter 24.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 BASE YEAR (DATE OF AWARD – SEPTEMBER 30, 2018)**

Contract Line Item No. (CLIN)	Item Description
0001 (Base Year)	Travel for DCPS Study Abroad for 8 <sup>th</sup> grade, 11 <sup>th</sup> grade, Certificate 3 special education programs, and Opportunity Academies who are studying World language. (See Attached J.11 Price Schedule w/destinations)
0001A 0001B 0001C 0001D 0001E 0001F 0001G 0001H 0001I 0001J	Roundtrip airfare Baggage fees Three meals per day (including travel days) for all travelers, Access to clean drinking water for all travelers on tour Snacks Travel insurance Cell phone Entrance/activity fees on tour/tipping Accommodations Miscellaneous

**B.3.2 COMPONENT II – DCPS/DCIAA INTERNATIONAL STUDENT ATHLETES TRAVEL**

Contract Line Item No. (CLIN)	Item Description
0002 (Base Year)	DCPS/DCIAA International Student Athletes Travel for high school students traveling to Spain. (See Attached J.11 Price Schedule w/destinations)
0001A 0001B 0001C 0001D 0001E 0001F 0001G 0001H 0001I 0001J	Roundtrip airfare Baggage fees Three meals per day (including travel days) for all travelers, Access to clean drinking water for all travelers on tour Snacks Travel insurance Cell phone Entrance/activity fees on tour/tipping Accommodations Miscellaneous

**B.4 PRICE SCHEDULE SUMMARY**

**Grand Total**

PERIOD OF PERFORMANCE	Base Term
TOTAL DCPS Study Abroad	\$ _____
TOTAL DCPS/DCIAA International Students Athletes Travel	\$ _____

**B.5** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

**B.6** 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.9.1.

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:

DCPS Study Abroad is the nation's first fully funded district-wide global travel program of its size, for students at the K-12 level in a public school system. DCPS seeks an educational travel vendor(s) that can work to tailor its programming to meet the unique needs of DCPS Study Abroad and whose staff has professionalism, expertise, and cultural competency necessary for creating positive travel experiences for diverse groups of travelers, including travelers of color; LGBTQ+ travelers; travelers with disabilities; first-time, first-generation travelers, and DCIAA student athletes.

DCPS Study Abroad engages educators, students, and families in Washington, DC from August – June; travel for students and educators occurs in the summer, from June –July, with destinations in the USA and around the world, where at least one official language is Spanish, French, Mandarin, and/or Italian. All destinations which include Italian-language connections must also include either a French or Spanish connection. One domestic destination is needed for middle school travelers and one is needed for high school travelers. Domestic destinations in the USA must have global connections and be accessible via bus within nine hours from Washington, DC. DCPS Study Abroad prefers as diverse a range of travel destinations as possible, given our language requirements, and aims to plan tours in Central America, South America, the Caribbean, Europe, Africa, Asia, and North America.

#### C.1.1 DCPS seeks an educational travel vendor(s) who can provide the following:

- a. Price tour(s) to include roundtrip airfare; baggage fees, if required for each traveler to check one bag weighing 50 lbs or less;
- b. Three meals a day on tour (including travel days); access to snacks and drinking water on tour;
- c. Accommodation (same gender room sharing only; bed sharing not permitted; homestays permitted only if they meet outlined requirements);
- d. Travel insurance that includes access to healthcare abroad and emergency repatriation/family reunification;
- e. At least one cell phone with international calling enabled per group, provided to the DCPS Travel Ambassadors upon arrival;
- f. All entrances and activity fees on tour; and tipping, if applicable.

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- C.1.2 DCPS Study Abroad seeks to be an equitable, inclusive global travel program that, first, instills a love of travel and exploring in students and, second, ignites travelers' empathy and curiosity about the world. As an experiential global learning program of DCPS, DCPS Study Abroad tours must be focused on student learning; DCPS Study Abroad seeks an educational travel vendor(s) who can provide the following:
- a. Organize high-quality and engaging language immersion, cultural immersion, or service learning tours.
  - b. Must be able to meet the diverse physical, socioemotional, and cognitive needs of all learners.
  - c. Must be able to accommodate groups that average twenty (20) students and three (3) Travel Ambassadors. Must be able to accommodate slightly smaller or larger groups as deemed necessary by DCPS.
  - d. All DCPS Study Abroad tours must connect to one of the following languages taught in DCPS: Spanish, French, Mandarin, or Italian; tours connecting with Italian must also include a Spanish and/or French connection.
- C.1.3 DCPS Study Abroad's primary concern is necessarily the safety and wellbeing of all travelers. As such, DCPS seeks an educational travel vendor(s):
- a. With at least twenty (20) years of experience supporting short-term international educational travel for middle and high school students at a scale of at least 10,000 students per year.
  - b. Must have dedicated 24/7/365 emergency response support with the ability to take phone calls from travelers and respond to emergencies on tour, as well as take phone calls from travelers' families and relay emergencies reported from travelers' homes. This support must also include flight coordination and support in case of missed, cancelled, or delayed flights.
  - c. Must agree that under no circumstances can vendor(s) staff chaperone DCPS students alone and agrees to work with Travel Ambassadors to ensure students are chaperoned by at least one DCPS staff person at all times.
  - d. Must agree to uphold the DCPS Study Abroad Travel Ambassador Code of Conduct and Student Code of Conduct and understands that these Codes of Conduct take precedence over any rules or conduct expectations that the vendor may have.

- e. A summary of all high-risk activities that may be included on each tour, along with safety provisions in place for each activity, is due to DCPS in December 2017, during the tour selection phase.

**C.2 APPLICABLE DOCUMENTS**

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

Item No.	Title	DATE	Location
1	DCPS Study Abroad Student Code of Conduct	Current	OTL
2	DCPS Study Abroad Travel Ambassador Code of Conduct	Current	OTL
3	DCPS Field Trip Permission Form	Current	OTL
4	DCPS Field Trip and Student Travel Directive	Current	OTL
5	Student Access to Care Act	Current	OTL
6	US Department of State and Center for Disease Control Guidelines	Current	
7	Individuals with Disabilities in Education Act (IDEA)	2004	

**C.3 BACKGROUND**

The District of Columbia Public Schools (DCPS) believes every student deserves a world of possibilities; for this reason, DCPS developed a study abroad program. DCPS Study Abroad helps ensure that young global citizens have access to global experiences, so that travel becomes the expectation rather than the exception for students. DCPS students in 8th grade, 11th grade, Certificate 3 special education programs, and Opportunity Academies who are studying a World Language are eligible to apply for short-term study abroad programs targeting language immersion, cultural immersion, and service learning. Since 2016, DCPS Study Abroad has provided fully funded travel opportunities to over 900 students and educators, and 533 students have received a passport at no cost through the program.

- C.3.1** All DCPS Study Abroad trips are fully funded, including passport and visa fees, airfare, meals, lodging, insurance, and activities on tour. Aid for students with significant financial need who require support to obtain necessary travel supplies is available upon request. All travelers must obtain a passport and any necessary visas and vaccines prior to trip departure. DCPS Study Abroad trips occur in the summer and last between eight and twelve days.
- C.3.2** School-based DCPS employees with an interest in global education and travel can apply to be Travel Ambassadors, who will recruit, prepare, and lead students on global travel with DCPS Study Abroad. Travel Ambassadors are highly trained for their role and are vital to the success of the DCPS Study Abroad program. DCPS Study Abroad maintains a minimum ratio of at least

one Travel Ambassador for every ten students; most trips include three Travel Ambassadors for twenty students.

- C.3.3** Every student traveler is required to participate in pre-departure trainings with their trip leaders, abide by their trip's itinerary, and develop a post-travel "Making Global Local" project about their time abroad. Students' Making Global Local project will be shared and celebrated with their school and community in the fall following their trips.

**Timeline for Services**

- C.3.4** The DCPS Study Abroad program recruits Travel Ambassadors and student participants from September to November, completes student selection from November to December, and announces student application decisions in mid-January. Students accepted to DCPS Study Abroad learn their trip assignment when they are welcomed to the program in mid-January.
- C.3.5** The DCPS Global Education team oversees DCPS Study Abroad and, therefore, must review and approve all itineraries and any itinerary changes for DCPS Study Abroad tours. Educational travel vendors contracted for the program must provide the DCPS Global Education team with daily itineraries, which provide an overview of tour activities alongside any possible alternative activities, for each tour within the first week of January 2018. A summary of all high-risk activities that may be included on each tour, along with safety provisions in place for each activity, is due to DCPS in December 2017.
- C.3.6** Between February and June, students engage in pre-departure preparations, which include obtaining parental permission and completing enrollment paperwork, applying for necessary travel documents, beginning their Making Global Local projects, and attending mandatory meetings with their Travel Ambassadors and fellow travelers. There is a waitlist for DCPS Study Abroad, so the roster of student travelers can and does change between January and May, approximately six weeks before the first trip departs. The DCPS Global Education team, which oversees DCPS Study Abroad, confirms final roster assignments with educational travel vendors within the first two weeks of May.
- C.3.7** All DCPS Study Abroad trips take place in summer, between June and July. The target travel window for the 2017-2018 School Year is June 16, 2017 – July 22, 2017. Trips last between eight and twelve days. Final itemized itineraries for all tours, which outline details and times for all daily activities and potential alternative activities on tour, are due from educational travel vendors to the DCPS Global Education Team by May 1, 2018, or one month before the tour's departure date. After travel, students and Travel Ambassadors complete surveys to reflect on their experience. Students must complete and submit their Making Global Local projects in August, and they are invited to present publicly in September.

**C.4 REQUIREMENTS – COMPONENT I**

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

- C.4.1** Plan a minimum of twenty-four (24) educational trips per year for DCPS Study Abroad.
- C.4.2** Accommodate groups of twenty (20) DCPS students in 8<sup>th</sup> grade, 11<sup>th</sup> grade, Certificate 3 special education programs, and/or attending Opportunity Academies and three adult group leaders called "Travel Ambassadors" on private global education tours. Can accommodate smaller groups, including groups of fewer students and/or more adults, as requested by DCPS.
- C.4.3** Secure group flights to and from DCA or IAD with airlines that meet Federal Aviation Administration (FAA) standards, with the most reduced total travel time possible; ability to ensure travel groups are seated as closely together as possible on flights.
- C.4.4** Accommodate travelers with physical, cognitive, and/or emotional disabilities and other such special needs typically addressed by educators through Individualized Education Plans (IEPs) and 504 plans.
- C.4.5** Provide three (3) healthful and culturally-representative meals per traveler per day; agrees that three meals per day includes travel days; ability to reimburse travelers within reason for meals purchased due to missed or delayed flights; ability to accommodate travelers with dietary restrictions and food allergies; will provide access to snacks and potable drinking water for all travelers on tour.
- C.4.6** With advance notice provided by travelers in need, accommodate travelers' dietary needs, including food allergies and eating practices such as vegetarianism.
- C.4.7** Secure group accommodations at safe, sanitary hotels and similar hospitality entities, owned and operated independently and separately from the vendor, with a class rating of at least 3 stars; will ensure student and adult travelers are roomed separately but as near as possible within the same building. Room-sharing between travelers of the same gender identity is acceptable but vendor will avoid bed-sharing as the default option for all tours and agrees to provide a written justification in the event that bed-sharing becomes necessary due to hotel overbooking or other unforeseen circumstances while on tour; in the event that bed-sharing becomes necessary, vendor agrees that only DCPS students of the same gender may share beds and will guarantee that shared beds are double beds or larger; vendor will accommodate any individuals who request exemption from bed-sharing with a private room in the group's hotel, roll-away bed, or cot, at the vendor's expense.

AND/OR



- C.4.8** Ability to secure homestay accommodations at safe, sanitary homes of families who have been independently vetted or background checked; ability to ensure student and adult travelers are housed within 10 minutes walking distance of each other; ability to ensure every homestay placement provides easy access to communications, such as a landline or cell phone, that can be used if a student needs to contact a Travel Ambassador; at least 2 DCPS students must be housed with the same host family; room-sharing between student travelers of the same gender identity is acceptable but vendor will avoid bed-sharing as the default option and upon request; room-sharing permitted only between individuals affiliated with DCPS of the same gender; vendor will avoid bed-sharing as the default option for all tours and agrees to provide a written justification in the event that bed-sharing becomes necessary due to hotel overbooking or other unforeseen circumstances while on tour; in the event that bed-sharing becomes necessary, vendor agrees that only DCPS students of the same gender may share beds and will guarantee that shared beds are double beds or larger; vendor will accommodate any individuals who request exemption from bed-sharing with a private room in the group's hotel, roll-away bed, or cot, at the vendor's expense. Agrees to provide host family profiles to DCPS at least 3 months prior to departure and maintain at least 2 back-up host families on standby per site. All homestays must meet DCPS requirements for safety and security, including the criteria outlined in the DCPS Field Trips Student Travel Directive.
- C.4.9** A summary of all high-risk activities that could be executed on tour and safety provisions associated with those (including but not limited to all water activities, animal-related activities, zip-lining, hiking, biking, and skating) to DCPS during the tour selection phase in December 2017.
- a. Must provide daily itineraries, which outline an overview of daily tour activities alongside any potential alternative activities, for each tour selected within the first week of January 2018.
  - b. Shall provide detailed and timed day-by-day itineraries to DCPS for all tours upon request and will confirm final itineraries by May 1, 2018, or at least one month before the tour's departure date.
  - c. Must alert DCPS of any itinerary changes in advance of enacting changes and seek approval for these in advance;
  - d. Shall execute agreed upon itinerary for each tour; understands Travel Ambassadors cannot request itinerary changes without DCPS approval.
- C.4.10** Share copies of and schedule for all necessary deliverables, including student enrollment, and all planned communications between vendor and DCPS Study Abroad affiliates for approval in advance of outreach, in December 2017;
- a. Vendor(s) agrees to maintain transparent interactions with schools with DCPS Central Office and will include appropriate DCPS staff on all communications with Travel Ambassadors and with other stakeholders;
  - b. Vendor(s) shall refrain from advertising their services in DCPS schools without prior authorization from DCPS.

- C.4.11** Organize high-quality and engaging language immersion, service learning, or cultural immersion tours and must be able to meet the diverse physical, socioemotional, and academic needs of all learners.
- a. All tours must be private.
  - b. Furthermore, all tours must connect to one of the following languages taught in DCPS: Spanish, French, Mandarin, or Italian; tours connecting with Italian must also include a Spanish and/or French connection.
  - c. Vendor(s) must be able to plan at least one of the following for either middle and/or high school students: French language immersion, French service learning, Spanish language immersion, Spanish service learning, Mandarin language immersion, Mandarin service learning, and/or Spanish or French cultural immersion or language immersion with Italian cultural immersion.
  - d. Finally, contractor(s) must provide one domestic option for middle school travelers and one for high school travelers. Domestic destinations in the USA must have global connections and be accessible via bus within nine hours from Washington, DC.
- C.4.12** Provide IP address to establish a secure File Transfer Protocol with DCPS. DCPS Global education will use a secure File Transfer Protocol (SFTP) in order to share sensitive information, including trip rosters, with vendor. Vendor(s) cannot seek this information from another source in DCPS, including Travel Ambassadors.
- C.4.13** If invited by DCPS Global Education or a DCPS Study Abroad Travel Ambassador, vendor(s) may participate in trip-specific pre-departure meetings for students and families, via conference call or by sending a staff member in-person, to educate students and families about philosophy of travel and what to expect on tour.
- C.4.14** Has not been challenged by DCPS Global Education for misappropriation of funds, contract violation, or other grievance related to the DCPS Study Abroad program or other student travel programs
- C.4.15** Confirm with DCPS a roster of travelers for each trip, listing the names of all students and travel Ambassadors assigned to trip. DCPS Study Abroad maintains a waitlist, so rosters will change on an ongoing basis until May 7, 2018. After May 7, 2018, DCPS understand vendor do not necessarily have the ability to replace travelers who withdraw from the program, so slots allocated to travelers who withdraw after this time may have to be cancelled and, if possible, refunded.
- C.4.16** Vendor(s) agree to adapt their enrollment processes and paperwork/forms to DCPS requirements.

**C.5 REQUIREMENTS - COMPONENT II**

- C.5.1** The District of Columbia Public Schools provides students with the opportunity to participate in a full range of organized interscholastic athletic programs through the District of Columbia Interscholastic Athletic Association (DCIAA). The DCIAA is an historic organization that serves students grades 4 – 12 in all 115 DCPS schools. The vision of the DCIAA is to ensure all students have access to interscholastic sports regardless of background. This task is challenged by funding and resource shortfalls. This obstacle is not unique to DCPS/DCIAA, as large urban school systems across the country are forced to make tough choices about how to best serve their students with limited resources.
- C.5.2** Despite budget challenges, the DCPS/DCIAA athletics program is regarded as one of the best Interscholastic Associations across the nation, producing many talented student athletes who go on to compete at the collegiate and professional levels including stars Vernon Davis, Vontae Davis, Josh Cribbs, Emmanuel Burriss, Byron Leftwich, and Jamelle Elliott. Overall, DCPS/DCIAA has one of the most comprehensive sport programs in the country providing opportunities to organized sports for over 10,000 student athletes. DCIAA offers twenty-two (22) different sports and fields over 700 teams every school year. Athletics brings our children and communities together through mental, physical, and social development of our athletes. In athletics, student athletes learn life lessons about teamwork, perseverance, and discipline.
- C.5.3** DCPS/DCIAA seeks a vendor(s) who can provide international travel services that align with both the DCPS Study Abroad program standards and specifics of an athletics based trip that meet the following requirements:
- C.5.3.1** Secure group flights to and from DCA or IAD with airlines that meet Federal Aviation Administration (FAA) standards, with the most reduced total travel time possible; ability to ensure travel groups are seated as closely together as possible on flights.
- C.5.3.2** Provide three (3) healthful and culturally-representative meals per traveler per day; agrees that three meals per day includes travel days; ability to reimburse travelers within reason for meals purchased due to missed or delayed flights; ability to accommodate travelers with dietary restrictions and food allergies; will provide access to snacks and potable drinking water for all travelers on tour.
- C.5.3.3** Secure group accommodations at safe, sanitary hotels and similar hospitality entities, owned and operated independently and separately from the vendor, with a class rating of at least 3 stars; will ensure student and adult travelers are roomed separately but as near as possible within the same building. Room-sharing between travelers of the same gender identity is acceptable but vendor will avoid bed-sharing as the default option for all tours and agrees to provide a written justification in the event that bed-sharing becomes necessary due to hotel overbooking or other unforeseen circumstances while on tour; in the event that bed-sharing becomes necessary, vendor agrees that only DCPS students of the same gender may share beds

and shall guarantee that shared beds are double beds or larger; vendor will accommodate any individuals who request exemption from bed-sharing with a private room in the group's hotel, roll-away bed, or cot, at the vendor's expense.

- C.5.3.4** A summary of all high-risk activities that could be executed on tour and safety provisions associated with those (including but not limited to all water activities, animal-related activities, zip-lining, hiking, biking, and skating)
- a. Shall provide detailed and timed day-by-day itineraries to DCPS for all tours upon request and will confirm final itineraries with DCPS at least one month before travel.
  - b. Must alert DCPS of any itinerary changes in advance of enacting changes and seek approval for these in advance;
  - e. Shall execute agreed upon itinerary for each tour; understands Travel Ambassadors cannot request itinerary changes without DCPS approval.
- C.5.3.5** Share copies of and schedule for all necessary deliverables, including student enrollment, and all planned communications between vendor and DCPS Study Abroad affiliates for approval in advance of outreach.
- C.5.3.6** Vendor(s) shall include appropriate DCPS staff on all communications with Travel Ambassadors and with other stakeholders as requested;
- C.5.3.6** Ability to comply with DCPS requirements for awarding students who participate in service learning tours with community service hours.
- C.5.3.7** Ability to provide comprehensive travel insurance with access to healthcare for travelers, including emergency repatriation and family reunification; can cover upfront costs associated with healthcare or emergency assistance for all travelers and seek reimbursement after the fact.
- C.5.3.8** Provide dedicated, expert, highly trained, and bilingual in-country staff for the duration of each tour; evidence of diversity and/or cultural competency training for in-country and headquarters staff highly desired.
- C.5.3.9** Understands that under no circumstances can vendor staff chaperone DCPS students alone and agrees to work with Travel Ambassadors to ensure students are chaperoned by at least one DCPS staff person at all times.
- C.5.3.10** Agrees to uphold the DCPS Study Abroad Travel Ambassador Code of Conduct and Student Code of Conduct and understands that these Codes of Conduct take precedence over any rules or conduct expectations that the vendor may have.

**C.5.3.11** Provide in-house 24/7 emergency response support with the ability to respond to emergencies on tour and communicate emergencies at travelers' home, including flight coordination and support in case of missed, cancelled, or delayed flights.

**C.5.3.12** Specifically the DCIAA is seeking a vendor(s) that has the below experience:

- a. Proof of 3-5 years of experience with travel abroad pertaining to athletics, i.e the vendor must have experience taking secondary and collegiate athletic teams to participate in International Matches abroad with at least one trip to Spain.
- b. Understands how to plan an itinerary for students whose primary focus of the trip is International athletic matches.
- c. Proven track record of supporting short-term international educational travel abroad for middle and high school students. Provide an itinerary of planning previous collegiate level athletic travel.

## **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 for a period from Date of Award through September 30, 2018.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

[Reserved]

**F.3 DELIVERABLES**

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

CLIN	TASK	DELIVERABLE	RESPONSIBLE (VENDOR OR DCPS)	DEADLINE (RANGE)
C.4.9	Provide a risk summary for every tour	Provide a detailed, comprehensive summary of all high-risk activities that could be executed on tour (including but not limited to all water activities, animal-related activities, zip-lining, hiking, biking, and skating) and note safety provisions associated with those	Vendor	December 6 -31, 2017
C.4.8	Provide a daily itinerary for every tour	Provide daily itineraries, which outline an overview of daily tour activities, for each tour selected by DCPS	Vendor	December 6, 2017 – December 31, 2017
C.4.10	Outline schedule of deliverables for student enrollment and pre-departure	Share copies of and schedule for all necessary deliverables, including student enrollment, and all planned communications between vendor and DCPS Study Abroad affiliates for approval in advance of outreach. Vendor agrees, for the duration of their relationship with DCPS, to maintain transparent interactions with schools with DCPS Central Office and will include appropriate DCPS staff on all communications with Travel Ambassadors and with other stakeholders; vendor will refrain from advertising their services in DCPS schools without prior authorization from DCPS.	Vendor	December 6 – 31, 2017
C.4.12	Provide IP address to establish a Secure File Transfer Protocol with DCPS	DCPS Global Education will use a Secure File Transfer Protocol (SFTP) in order to share sensitive information, including trip rosters, with vendors. This is the only way DCPS staff can share such information with vendors. Vendors cannot seek this information from another source in DCPS, including Travel Ambassadors.	Vendor	December 6, 2017 –January 5, 2018
C.4.13	Attend Travel	Attend and help DCPS to facilitate a	Vendor	February 1, 2018

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DCPS STUDY ABROAD

	Ambassador training	session at Travel Ambassador Training to educate Travel Ambassadors about philosophy of travel and what to expect on a typical tour		
C.4.15	Provide a confirmed roster of travelers for each trip	Provide a confirmed roster listing the names of all students and Travel Ambassadors assigned to trip. DCPS Study Abroad maintains a waitlist, so rosters will change on an ongoing basis until May 7, 2018. After May 7, 2018, DCPS understands vendors do not necessarily have the ability to replace travelers who withdraw from the program, so slots allocated to travelers who withdraw after this time may have to be cancelled and, if possible, refunded.	DCPS	February 28, 2017 – May 7, 2018
C.4.2 & C.4.3	Make and confirm all tour-related arrangements and bookings	Book roundtrip transportation/ flights, accommodations, group dining reservations, and all entrances outlined in itineraries for tours, according to the itineraries selected by and agreed upon with DCPS Global Education. Vendor will confirm these bookings with DCPS Global Education and flag any changes from previously proposed itineraries.	Vendor	February – May, 2018
C.4.13	Join trip-specific pre-departure meetings, upon request	If invited by DCPS Global Education or a DCPS Study Abroad Travel Ambassador, vendor may participate in trip-specific pre-departure meetings for students and families, via conference call or by sending a staff member in-person, to educate students and families about philosophy of travel and what to expect on tour	Vendor	February 2, 2018 – one week before trip's departure (through July 2017)
C.4.8	Provide a fully detailed and timed day-by-day itinerary for every tour	Provide a descriptive and fully detailed hour-by-hour itinerary for every tour; alert DCPS of any itinerary changes in advance of enacting changes and seek approval for these in advance; will execute agreed upon itinerary for each tour; understands Travel Ambassadors cannot request itinerary changes without DCPS approval.	Vendor	December 6 - May 1, 2018, or at least one month before the tour's departure date; updates to itineraries must be discussed on an ongoing basis, as they may occur during travel.

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source

Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. The District of Columbia Public Schools, Office of the Chief Financial Officer (OCFO) now accepts and processes its invoices electronically. The Contractor shall submit its invoice simultaneously to [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov) and the CA identified in G.9 to facilitate payment of the invoices(s).

If the Contractor does not have access to submit invoices electronically, the Contractor may prepare invoices in duplicate and submit them to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools  
Office of the Controller/Agency CFO  
1200 First Street, NE 11<sup>th</sup> Floor  
Washington, DC 20002

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
  - G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.2.2.2** Contract number and invoice number;
  - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;



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

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

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District 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**

Payments should be based upon Section B Price and Cost Schedules and Section F Deliverables.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

## **G.6 THE QUICK PAYMENT CLAUSE**

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

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

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

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

### **G.6.2 Payments to Subcontractors**

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

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

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

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

Candace Butler  
District of Columbia Public Schools  
**Office of Contracting and Acquisitions**  
1200 First Street, NE  
Washington, DC 20002  
Telephone: 202-442-5112  
E-mail: [candace.butler@dc.gov](mailto:candace.butler@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:

Kate Ireland  
Director, Global Education  
Office of Teaching and Learning  
**District of Columbia Public Schools**  
1200 First Street, NE  
Washington, DC 20002  
**Telephone:** 202-535-1324  
**E-mail:** [kate.ireland@dc.gov](mailto:kate.ireland@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 **2015-4282, Revision No. 7** dated July 25, 2017, 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**

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**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 ADVISORY AND ASSISTANCE SERVICES**

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

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

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

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

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

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

**H.9.1** **Subcontracting Requirements**

- H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.
- H.9.1.2** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.3** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.5** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.2** Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall 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** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;

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

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

**H.9.5 Annual Meetings**

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

**H.9.6 Notices**

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

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

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

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

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

**H.10 FAIR CRIMINAL RECORD SCREENING**

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

- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
  - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
  - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DISTRICT RESPONSIBILITIES**

- H.11.1** DCPS Global Education team in the Office of Teaching and Learning will work directly with contractor to plan and execute global learning trips for DCPS students and educators from schools across DCPS.
- H.11.2** DCPS will provide a roster listing the names of all students and Travel Ambassadors assigned to trip. DCPS Study Abroad maintains a waitlist, so rosters will change on an ongoing basis until May 7, 2018.
- H.11.3** DCPS will provide oversight and management by monitoring and evaluating the performance of the Contractor.

## H.12 CONTRACTOR RESPONSIBILITIES

DCPS seeks an educational travel vendor(s) for DCPS Study Abroad who:

- H.12.1 Shall work directly with the DCPS Global Education team in the Office of Teaching and Learning to plan and execute global learning trips for DCPS students and educators from schools across DCPS.
- H.12.2 Has at least twenty (20) years of experience supporting short-term international educational travel for middle and high school students at a scale of at least 10,000 students per year. **Vendor must provide W-9 Request for Taxpayer Identification and Certification.**
- H.12.3 Shall provide dedicated 24/7/365 emergency response support—with the ability to respond to phone calls and emergencies on tour and communicate emergencies at travelers' homes—including flight coordination and support in case of missed, cancelled, or delayed flights. **Vendor must provide emergency contact number, agrees that DCPS can call and test this number without warning.**
- H.12.4 Shall provide a certificate of insurance that proves liability insurance for a minimum of \$1 million.
- H.12.5 Shall provide comprehensive travel insurance with access to healthcare for travelers, including emergency repatriation and family reunification; can cover upfront costs associated with healthcare or emergency assistance for all travelers and seek reimbursement after the fact; **contractor must provide copy of plan, including explanation of coverage and outline of implementation process.**
- H.12.6 Shall provide dedicated, expert, highly trained, experienced, and bilingual in-country staff for the duration of each tour; can demonstrate evidence of diversity and/or cultural competency training for all in-country and headquarters staff. Will work with the DCPS Global Education team to inform those staff about the fully-funded nature of the DCPS Study Abroad program, its focus on equity and inclusivity, and the unique leadership role that all Travel Ambassadors play on tour.
- H.12.7 Understands that under no circumstances can vendor staff chaperone DCPS students alone and agrees to work with Travel Ambassadors to ensure students are chaperoned by at least one DCPS staff person at all times.
- H.12.8 Agrees to uphold the DCPS Study Abroad Travel Ambassador Code of Conduct and Student Code of Conduct and understands that these Codes of Conduct take precedence over any rules or conduct expectations that the vendor may have.

- H.12.9** Shall abstain from capturing and/or using images, quotes, or any media associated with DCPS Study Abroad for promotional purposes or other public use.
- H.12.10** Shall refrain from capturing data or soliciting feedback from DCPS Study Abroad travelers for any purpose without first seeking approval from DCPS.
- H.12.11** Has the ability to comply with DCPS requirements for awarding students who participate in service learning tours with community service hours.

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

- H.13.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for any personnel with access to students.
- H.13.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for any personnel with access to students.
- H.13.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.13.4** The Contractor shall inform all applicants requiring a traffic 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.13.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
  - (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case

upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.13.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.13.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or



placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

**H.13.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

**H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

**H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

**H.13.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

**H.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.15**The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

**H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.13.1 and H.13.2.

**H.13.17**An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.

**H.13.18**The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

**H.13.19**If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

**H.13.20**Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

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

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

#### **A. Definitions**

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

**B. Title to Project Deliverables**

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

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

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

#### **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses

associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.

9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.



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

The Government of the District of Columbia

And mailed to the attention of:  
Candace Butler  
Contracting Officer  
District of Columbia Public Schools  
Office of Contracts and Acquisitions  
1200 First Street, NE – 9<sup>th</sup> Floor  
Washington, DC 20002  
P: 202-442-5112  
E: [candace.butler@dc.gov](mailto:candace.butler@dc.gov)

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

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

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

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

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

#### **ORDER OF PRECEDENCE**

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

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

#### **I.11 DISPUTES**

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

##### **14. Disputes**

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

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

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

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

**I.12 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice [2017 Update]
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet [2017 Update]
J.7	Tax Certification Affidavit
J.8	Subcontracting Plan (if required by law)
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more)
J.10	Bidder/Offeror Certifications
J.11	Price Schedule DCPS Study Abroad/DCIAA International Students Athletes Travel

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

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 BIDDERS**

**L.1 METHOD OF AWARD**

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

**L.1.2** The District intends to award multiple contracts resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

**L.2 FAMILIARIZATION WITH CONDITIONS**

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

**L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **Monday, December 4, 2017 at 3:00 P.M. local time as specified in Section A.9.**

**L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

## **L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are "late" and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

### **L.5.2 Postmarks**

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

### **L.5.3 Late Submissions**

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

### **L.5.4 Late Modifications**

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

### **L.5.5 Late Bids**

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

**L.6 HAND DELIVERY OR MAILING OF BIDS**

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

**L.7 ERRORS IN BIDS**

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

**L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than 8 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 8 days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.9 BID PROTESTS**

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

**L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.



**L.11 SIGNING OF BIDS**

**L.11.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

**L.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

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

**L.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

**L.13 PRE-BID CONFERENCE**

A pre-bid conference will be held **at 11:00 a.m. on November 15, 2017**. All bidders are welcome to attend either in person or via conference call:

District of Columbia Public Schools  
1200 First Street, NE., Room 1112  
Washington, DC 20002  
**Call-in Number: 641-715-0861**  
**Participant Access Code: 212294**

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the DCPS' final position. Written questions can be submitted at the pre-bid conference on November 15, 2017. All questions must be submitted to the Contracting Officer in writing following the close of the pre-bid conference but no later than November 17, 2017 by 3:00 PM in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the DCPS website at [www.DCPS.dc.gov](http://www.DCPS.dc.gov).

**L.14 BID OPENING**

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

**L.15 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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

**L.16 GENERAL STANDARDS OF RESPONSIBILITY**

**L.16.1** 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, D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (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.16.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.17** To be considered responsive a prospective contractor bid must meet all of the requirements of the solicitation.

## **SECTION M: EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2005", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **M.1.1. Application of Preferences**

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

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.2 Maximum Preference Awarded**

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

**M.1.3 Preferences for Certified Joint Ventures**

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

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

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

**M.1.4.2** Any bidder 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.1.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

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