

**DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD**

PROTEST OF:

BATTLE’S TRANSPORTATION, INC.	)	
	)	CAB No. P-1116
	)	
Under Invitation for Bid No: GAGA-2020-I-0009	)	

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PROTEST FILING  
AND REQUEST FOR AGENCY REPORT**

***Filing ID #64545626***

1. The Contract Appeals Board hereby acknowledges receipt of the Protest (including attachments), filed electronically by or on behalf of the protester, on December 18, 2019. The protest has been docketed as CAB No. P-1116.
  
2. The parties to this Protest are expected to review and understand the Board’s Rules of practice and procedure, particularly Chapter 1 (General Rules), Chapter 3 (Protest Procedures), and Chapter 4 (Electronic Filing). The Board Rules are published at 49 D.C. Reg. 2078 *et seq.*, and at the Board’s website <http://cab.dc.gov>.
  
3. Future pleadings shall contain a caption conforming to Board Rule 107.3, including the case name, CAB docket number, and solicitation or contract number. The Board encourages the parties to use electronic filing for all future pleadings by visiting the File and Serve Express website at <https://secure.fileandservexpress.com> (first time users must sign up for electronic filing and service and should contact the File & Serve Customer Service Center at 1-866-293-3957). The time for filing and effect of using electronic filing and service are set forth in Board Rules 103.2, 103.3, and 401-411. If a pleading or exhibit contains protected information as defined in Board Rule 100.2(m), then it shall be filed electronically under seal, with a redacted version of the filing being filed electronically with public access. Pleadings and exhibits filed with the Board generally should not contain any confidential personal information (for example, social security numbers, financial account numbers, dates of birth, names of minor children, home addresses, personal medical information) because the Board routinely makes case pleadings available to the public at its website. Thus, parties shall redact confidential personal information from all filings with the Board, whether filed electronically or in paper format. If a party believes that confidential personal information needs to be included with a filing, the party’s attorney shall contact the Board’s General Counsel prior to filing and discuss the most appropriate means for filing the pleading and simultaneously protecting the confidential information such as by filing the pleading under seal.
  
4. Pursuant to D.C. Code § 2-360.08, the District government and its contracting officer are hereby notified of the filing of the protest. D.C. Code § 2-360.08(c)(1) provides in relevant part:

Except as provided in this section, no contract shall be awarded in any procurement after the contracting officer has received the notice and while the protest is pending. If an award has already been made but the contracting officer receives notice within 11 business days after the date of award, the contracting officer shall immediately direct the awardee to cease performance under the contract and to suspend any related activities that may result in additional obligations being incurred by the District under the contract. Except as provided in this section, performance and related activities suspended pursuant to this section shall not be resumed while the protest is pending.

As provided in D.C. Code § 2-360.08(c)(2), performance under a protested procurement may proceed, or award may be made, while a protest is pending only if the Chief Procurement Officer makes a written determination, supported by substantial evidence, that urgent and compelling circumstances that significantly affect interests of the District will not permit waiting for a Board decision on the protest. Pursuant to Board Rule 304.4, the protester may challenge such a determination by filing with the Board, within 5 business days of receipt, a written motion.

5. In accordance with Board Rule 303.4, the District shall give notice of the protest to the interested parties and inform the Board of the parties so notified.

6. Within 20 days of receipt of this acknowledgment, the District shall submit to the Board an Agency Report (pursuant to Board Rules 305.1-305.6). The District shall attach as exhibits in any such filing all relevant documents, including all determinations and findings of the contracting officer and Chief Procurement Officer. In lieu of filing the Agency Report, the contracting agency may file a dispositive motion pursuant to Board Rule 306.1.

7. The protester and any interested parties have 7 business days after receipt of the Agency Report to file comments or a response as provided in Board Rule 307.

FOR THE BOARD:

Date: December 19, 2019

/s/ Mia J. House  
MIA J. HOUSE  
Staff Assistant

Attachment(s)

Electronic Service:

Nichole D. Atallah, Esquire  
Patrick T. Rothwell, Esquire  
Sarah L. Nash, Esquire  
888 17th Street, NW, 11<sup>th</sup> Floor  
Washington, DC 20006

Robert Schildkraut, Esquire  
Chief, Procurement Section  
Office of the Attorney General  
441 4<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor South  
Washington, DC 20001

Ms. Candace Butler, Contracting Officer  
District of Columbia Public Schools  
1200 First Street, NE, 9<sup>th</sup> Floor  
Washington, DC 20002

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
CONTRACT APPEALS BOARD**

PROTEST OF:	)	
	)	
<b>BATTLE’S TRANSPORTATION, INC.</b>	)	
3000 V Street, NE, Washington, 20018	)	CAB No. _____
	)	
Under Invitation for Bid No: GAGA-2020-I-0009	)	
	)	
	)	

**BID PROTEST**

Battle’s Transportation, Inc. (“BTI”), through its undersigned counsel, and pursuant to 27 District of Columbia Municipal Regulations (“D.C.M.R.”) § 300, *et. seq.*, hereby submits the following protest (“Protest”) challenging an impropriety in the Invitation for Bids (“IFB”) GAGA-2020-I-0009 of the District of Columbia Public Schools, Office of Contracts and Acquisitions (“DCPS” or “Agency”) for the award of a contract for transportation services for students and staff of DCPS that are participating in organized athletic programs through the District of Columbia Interscholastic Athletic Association (“DCIAA”). Please direct all communications concerning this matter to the undersigned counsel for BTI.

**I. INTRODUCTION**

BTI is an incumbent contractor on the majority of the predecessor efforts contemplated by the IFB. Specifically, BTI was awarded an Emergency Contract, GAGA-2020-E-0006, which is set to expire on January 10, 2020.<sup>1</sup> BTI was also awarded contract GAGA-2018-C-0007, which is set to expire on September 30, 2022 (collectively referred to as “BTI’s Predecessor Efforts”). BTI’s Predecessor Efforts have been consolidated into the IFB together

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<sup>1</sup> Initially, BTI was awarded contract GAGA-2014-C-0061A, which expired on September 30, 2019. GAGA-2020-E-0006 was awarded to BTI to replace the prior contract and its term began the next day on October 1, 2019.

with other predecessor contracts performed by other contractors (BTI's Predecessor Efforts and those consolidated into the IFB collectively referred to as "Predecessor Contracts"). The Service Contract Act ("SCA"), 41 U.S.C. §§ 6701-6707, applies to both the Predecessor Contracts and the IFB. See, e.g., IFB § C.1.18 ("The Contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act."); Ex. A (GAGA-2020-E-0006), § H.2. On November 27, 2019, DCPS issued the IFB as a new procurement intended to replace the aforementioned Predecessor Contracts. The IFB is an attempt to merge multiple athletics-related programs and contracts into one master, consolidated contract.

Under BTI's Predecessor Efforts, BTI entered into a Collective Bargaining Agreement ("CBA") with Amalgamated Transit Union Local 1764 ("ATU Local 1764") effective June 1, 2019. Ex. B. The terms of the CBA are currently effective and govern the labor relations between BTI and ATU Local 1764. As explained above, the IFB requires the contractor to comply with the SCA, and—according to the SCA—the successor contractor must pay its employees wages and fringe benefits equal to those contained in the CBA for the base year of the contract when a CBA has been negotiated and entered into by a local union and the incumbent contractor on a predecessor contract. See 41 U.S.C. § 6707(c). Likewise, the Standard Contract Provisions ("SCP") for use with District of Columbia Government Supplies and Services Contracts (Jul. 2010), incorporated into the IFB, contain a similar provision. SCP § 24(e). However, the IFB fails to reference or incorporate the CBA as its prevailing wage determination. Therefore, DCPS's failure to include the CBA in the IFB is a violation of the SCA. Accordingly, we respectfully request that the District of Columbia Contract Appeals Board ("Board") sustain this Protest and order DCPS to amend or issue a new IFB which incorporates the CBA.

## II. PARTIES

BTI's principal place of business is 3000 V Street, NE, Washington, 20018. The company's telephone number at this location is (202) 462-8658. BTI is an aggrieved party for this Protest because it is an actual bidder who is aggrieved in connection with the IFB.<sup>2</sup> See 27 D.C.M.R. § 100.2(a).

The contracting officer ("CO") for the procurement is Candace Butler. Ms. Butler's address is 1200 First Street, NE, 9th Floor, Washington, DC 20002. Her telephone number is (202) 724-1501, and her email address is Candace.Butler@k12.dc.gov. Pursuant to 27 D.C.M.R. § 302.1, a copy of this Protest shall be served on DCPS at 1200 First Street, NE, 9th Floor, Washington, DC 20002. Pursuant to the IFB, a copy of this Protest shall also be served on Candace Butler at 1200 First Street, NE, 9th Floor, Washington, DC 20002 and via email.

## III. TIMELINESS

This Protest of an impropriety in the IFB which is apparent prior to bid opening is timely filed prior to 2 P.M. EST on December 19, 2019, which is the date and time of bid opening. 27 D.C.M.R. § 302.2(a).

## IV. REQUEST FOR PROTECTIVE ORDER

BTI requests that a protective order be issued in this case. See 27 D.C.M.R. § 301.1(f).

## V. SUSPENSION

This Protest is filed before the deadline for the bid opening on December 19, 2019, at 2 P.M. EST. Therefore, award of the contract contemplated by the IFB must be suspended during the pendency of this Protest pursuant to D.C.M.R. 304.1. **BECAUSE THIS PROTEST IS FILED BEFORE THE DEADLINE FOR THE OPENING OF THE BIDS,**

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<sup>2</sup> BTI has to submit a bid in response to the IFB by 1 P.M. EST on December 19, 2019.

**BTI RESPECTFULLY REQUESTS THAT THE BOARD CONTACT THE DCPS  
TODAY TO ENSURE SUSPENSION OF AWARD.**

**V. BACKGROUND**

As explained above, BTI is the incumbent contractor on BTI's Predecessor Efforts, which is for student athletics and staff transportation services. Under BTI's Predecessor Efforts, BTI negotiated the CBA with ATU Local 1764, and the CBA became effective on June 1, 2019. Ex. B.

On November 27, 2019, DCPS issued the instant IFB to provide transportation services for the students and staff of DCPS that are participating in a full range of organized athletics program through the DCIAA. IFB § B.1. The required transportation consists of round trip transportation for sporting events for the DCIAA in which a trip means "transporting one or more schools to a destination and returning those same schools to their points of origin." IFB § B.1.2. The IFB contemplated award of multiple indefinite delivery, indefinite quantity contracts. IFB §§ B.1.3, B.2.1.

The SCP was incorporated as part of the IFB. IFB § I.1 ("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."). Clause 24 of the SCP provides that "[i]f this contract succeeds a contract subject to the [SCA] under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement." SCP cl. 24(e).

The IFB provides that Department of Labor Wage Determination No. 2015-4282, revision 15, dated September 16, 2019, will govern the wage rates for the term of the contract. IFB, § H.2. However, the IFB also states that “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.” Id. Notwithstanding the fact that clause 24 of the SCP requires the contractor to pay service employees at CBA rates, the RFP fails to incorporate the CBA that is effective for BTI’s Predecessor Efforts, which constitute a majority of the work contemplated by the IFB.

This Protest follows.

## **VI. ARGUMENT**

When a CBA has been negotiated and entered into by a local union and the incumbent contractor on a predecessor contract, the successor contractor must pay its employees wages and fringe benefits at least equal to those contained in the CBA for the base year of the contract. See SCP cl. 24(e). Contrary to this requirement, the IFB fails to reference or incorporate the CBA as the prevailing wage determination for the IFB.

Failing to incorporate the CBA in this IFB is an impropriety in the IFB. The IFB provides that “[t]he Contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act.” IFB § C.1.18. Section 4(c) of the SCA provides that where substantially the same services are furnished under a contract, “a contractor or subcontractor may not pay a service employee less than the wages and fringe benefits the service employee would have received under the predecessor contract. . . .” 41 U.S.C. § 6707(c); see also 29 C.F.R. § 4.163. The SCP also contains a provision expressly requiring that when a CBA has been negotiated and entered into by a local union and the incumbent contractor on a predecessor contract, the successor contractor must pay its employees wages and fringe benefits equal to those contained in the

CBA for the base year of the contract. SCP cl. 24 (e) (“[i]f this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement.”).

Under Department of Labor regulations, “same or similar service” means a “service that is either identical to or has one or more characteristics that are alike in substance. . . .” See 29 C.F.R. § 9.2. The scope of work contemplated in the IFB is identical to the work furnished under the Predecessor Contracts, wherein the BTI CBA applies. Compare IFB § B.1 (“The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Athletics Department (The District) is seeking Contractor(s) to provide transportation services for the students and staff of DCPS that are participating in a full range of organized athletics program through the [DCIAA]” with Ex. A (GAGA-2020-E-0006), §B.1.1 (“The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Athletics Department (The District) is seeking a Contractor(s) to provide transportation services for the elementary and high school students and staff of DCPS that are participating in a full range of organized athletics program through the [DCIAA]”).

Thus, the services BTI provides on the incumbent contract are “substantially the same” as the services being procured through the IFB and are performed in the same locality. Moreover, the services will be provided by service employees whose wages and fringe benefits are the subject of the CBA. See Northrop Grumman Tech. Servs., Inc., B-286012 (Nov. 1,



2000) (“Under the [SCA], successor contractors generally are required to pay at least the wages and fringe benefits set forth in the CBA”).

Additionally, the Department of Labor regulations specifically address contract reconfigurations and make clear that they do not affect the protections afforded to service employees. They provide:

As a result of changing priorities, mission requirements, or other considerations, contracting agencies may decide to restructure their support contracts. Thus, specific contract requirements from one contract may be broken out and placed in a new contract or combined with requirements from other contracts into a consolidated contract. The protections afforded service employees under section 4(c) are not lost or negated because of such contract reconfigurations, and the predecessor contractor’s collectively bargained rates follow identifiable contract work requirements into new or consolidated contracts, provided that the new or consolidated contract is for services which were furnished in the same locality under a predecessor contract.

29 C.F.R. § 4.163(g) (emphasis added). Here, DCPS has consolidated the Predecessor Contracts into a single contract and thus, per the above, the protections afforded under the SCA still remain.

Moreover, 29 C.F.R. § 4.163(g) provides that “where there is more than one predecessor contract to the new or consolidated contract. . . the predecessor contract which covers the greater portion of the work in such function(s) shall be deemed to be the predecessor contract for purposes of section 4(c) . . . .” Here, the majority of the work would be attributable to the work BTI has performed in the past under BTI’s Predecessor Efforts and thus, the CBA wages and benefits should be applied. See Johnson v. U.S. Dept. of Labor, 2005 WL 1970742, at \*6 (S.D. Ohio 2005) (predecessor contract covering greater portion of work shall be deemed to be contract which follow-on contractor is required to follow with respect to payment of wages and fringe benefits). BTI’s CBA must therefore follow into the consolidated contract as

the latter is for services which were provided in the same locality and for substantially similar services under the Predecessor Contracts and which constitute the majority of the work under the IFB.

In sum, the SCA requires that successor contractors performing in the same locality on service contracts for substantially the same services must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) at least equal to those contained in any CBA applicable to work performed under a predecessor contract. Because the work BTI performed on the Predecessor Contracts constitutes the majority of work contemplated by the IFB, the BTI CBA wages and benefits must be incorporated therein.

Thus, the failure of DCPS to incorporate the CBA into the IFB, so all offerors are aware that the CBA governs the wage and fringe benefit obligations for any service employee working on this effort whose labor category is listed in the CBA, is an impropriety in the IFB. Accordingly, we respectfully request the Board to sustain this Protest and order DCPS to incorporate the CBA into the IFB.

## **VI. RELIEF REQUESTED**

For the reasons stated above, BTI respectfully asks the Board to: (i) find that DCPS' IFB, in violation of the SCA, omitted the CBA; and (ii) order the DCPS to either amend the IFB or issue a new IFB with the CBA incorporated therein. The Board should also recommend award to BTI of its costs and expenses, including legal fees, incurred in the preparation and pursuit of this Protest, as well as to take other such action as the Board deems necessary and proper under 27 D.C.M.R. § 314.

## **VII. REQUEST FOR HEARING**

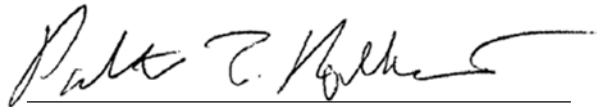
BTI reserves the right to request a hearing on all factual issues in dispute that may arise during the course of this Protest. See 27 D.C.M.R. § 301.1(f).

## VIII. REQUEST FOR DOCUMENTS

Pursuant to 27 D.C.M.R. § 309.1, BTI requests that the Agency produce those documents and categories of documents listed in BTI's Request for Documents. See Attach. 1.

Dated: December 18, 2019

Respectfully submitted,



Nichole D. Atallah (D.C. Bar No. 1009328)

Patrick T. Rothwell (D.C. Bar No. 481940)

Sarah L. Nash (D.C. Bar No. 1020214)

888 17th Street, NW, 11th Floor

Washington, DC 20006

Telephone: (202) 857-1000

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Email: [natallah@pilieromazza.com](mailto:natallah@pilieromazza.com)

Email: [prothwell@pilieromazza.com](mailto:prothwell@pilieromazza.com)

Email: [snash@pilieromazza.com](mailto:snash@pilieromazza.com)

*Counsel for Battle's Transportation, Inc.*

**ATTACHMENT 1**  
**PROTESTER'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

Protester Battle's Transportation, Inc. ("BTI") hereby requests that the following documents be provided to it as a part of the attachments to the Agency Report because such documents are relevant to a resolution of this protest.

1. Copies of all relevant documents as are required to be produced in accordance with D.C.M.R. § 27.305-1;
2. Copies of IFB No. GAGA-2020-I-0009.
3. Copies of Contract No. GAGA-2020-E-0006.
4. Copies of Contract No. GAGA-2018-C-0007.
5. The Source Selection Plan and Acquisition Plan.

**PROTEST OF BATTLE'S TRANSPORTATION, INC.  
CORPORATE DISCLOSURE STATEMENT**

Pursuant to Board Rule 107.4, Protester Battle's Transportation states, through counsel, that it has no parent companies, subsidiaries or affiliates that have issued shares to the public.

A handwritten signature in black ink, appearing to read 'T. Dominique', is enclosed in a thin black rectangular border. The signature is stylized and cursive.

Thomas Dominique  
Chief Operating Officer

**CERTIFICATE OF SERVICE**

I hereby certify that on this 18th day of December 2019, a copy of the foregoing was electronically filed and served on the following:

Candace Butler  
Chief Procurement Officer  
District of Columbia Public Schools  
1200 First Street, NE  
9<sup>th</sup> Floor  
Washington, DC 20002  
*Contracting Officer*  
*(via email at Candace.Butler@dc.gov)*

District of Columbia Public Schools  
1200 First Street, NE, 9th Floor  
Washington, DC 20002



Patrick T. Rothwell

# EXHIBIT A



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

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

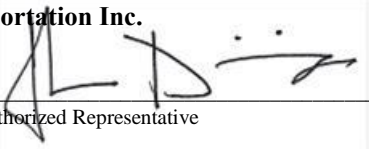
**CONTRACT NO:** **GAGA-2020-E-0006 SOLICITATION NO: Emergency Contract**  
**PROGRAM OFFICE:** DCIAA Athletics Department  
**CAPTION:** DCIAA High School Student Athletics Transportation

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

**ACCOUNTING AND APPROPRIATION DATA:**

<p><b>CONTRACTOR:</b> (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p><b>Battle's Transportation Inc.</b> Contractor's Name</p> <p>BY:  Signature of Authorized Representative</p> <p>Print Name: Thomas Dominique</p> <p>_____ _COO/CFO Title</p> <p>_____ _12/4/19 Date</p> <p><b>3000 V Street NE</b> <b>Washington, DC 20018</b></p> <p>Mailing Address of Contractor</p> <p>_____ Telephone No.: (202) 462-8658</p> <p>_____ Facsimile No. 202-832-6857</p>	<p><b>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</b></p> <p>_____</p> <p>Contracting Officer</p> <p>_____ Type or Print Name</p> <p>_____ Date</p> <p><b>The information contained in the box below is for District of Columbia Public Schools use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</b></p> <p><b>PERIOD OF CONTRACT: October 01, 2019 thru January 10, 2020</b></p> <p><b>CONTRACT AMOUNT: Estimated \$242,590.41</b></p>
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**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 OVERVIEW**

- B.1.1 The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Athletics Department (The District) is seeking a Contractor(s) to provide transportation services for the elementary and high school students and staff of DCPS that are participating in a full range of organized athletics program through the District of Columbia Interscholastic Athletic Association (DCIAA).
- B.1.2 The purpose of this emergency contract is to provide transportation to elementary and high school athletic students.
- B.1.3 The District will award one-Firm Fixed-Price (FFP) Contract in accordance with 27 DCMR Chapter 24. DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent executed contracts between Contractor and DCPS.
- B.1.4 The District awarded contract will have the period of performance (POP) from October 01, 2019 thru January 10, 2020.
- B.1.5 DCPS reserves the right to add additional points of service delivery.
- B.1.6 The award has been made based on fair and reasonable pricing of the proposed services. This is a Firm Fixed Price Contract, where the District will purchase the articles of services described in the awarded contract. In the event of any assignment, the contractor shall remain liable to DCPS for the performance of all its obligations under the contract.
- B.1.7 The Contractor agrees to meet all obligations under the awarded contract.

**B.2 PRICE SCHEDULE/COST SCHEDULE**

**B.2.1 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.2.2 BASE YEAR                      October 01, 2019 thru January 10, 2020**

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	DCIAA High School Student Athletics Transportation	\$242,590.41
<b>Grand Total for B.2.2</b>		<b>\$242,590.41</b>

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

- C.1.1. District of Columbia Public Schools (DCPS), Interscholastic Athletic Association (IAA) is intended to improve the students' achievement by providing variety of sports and needed transportation to and from different sports venues.
- C.1.2 To facilitate students' participation, DCPS, DCIAA is engaging qualified contractor(s) to ensure that students have a safe and secure mode of transportation to the various athletic events. It is also provided to ensure the least disruption to the participation in scheduled sport events as possible. The transportation services provided are for students exclusively, however, DCPS staff are eligible to ride when necessary.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference. Vendors shall visit the below websites for laws and regulations:

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

### C.3 DEFINITIONS

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

- C.3.1 **A trip is defined as** -- transporting one or more schools to a destination and returning those same schools to their point of origin.
- C.3.2 **Destination** - the location to which the student-athletes are going.
- C.3.3 **Origin** - the place where student-athletes are picked up from (their home school).
- C.3.4 **Contractor** – company awarded a contract to provide materials and or goods and services.
- C.3.5 **District of Columbia Public Schools (DCPS)** – also referred to as the agency
- C.3.6 **Contracting Officer (CO)** – The ONLY agent of the District government with legal authority to bind the District (*signature authority*), states the limitations of authority (agency and dollar amount), may delegate limited authority to a Contract Administrator (CA).
- C.3.7 **Contract Specialist (CS)** – Agent of the government that manages the day to day process of

purchasing for the contracting officer. Also serves as business advisor to the agency customer. The CS does not sign contracts.

- C.3.8 **Contract Administrator (CA)** – The CA is selected by his/her agency. This person is designated by the Contracting Officer (CO), officially, by an appointment letter. A CA is required for all contracts over \$100,000 Appointment letter specifies authority & responsibilities, separate letters required for each contract CA (and supervisor) must sign and return.
- C.3.9 **Program** –department of athletics providing a variety of sports to the student-athletes of the District of Columbia Public Schools
- C.3.10 **DCIAA** – the District of Columbia Interscholastic Athletic Association providing a variety of sports to the student-athletes of the District of Columbia Public Schools
- C.3.11 **Student-Athlete** – student enrolled in organized competitive sports sponsored by the DCIAA.
- C.3.12 **Coach** – individual that supports a student-athlete in achieving their athletic goals through training and guidance.

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

- C.4.1 The District of Columbia Public Schools (DCPS) provides students with the opportunity to participate in a full range of organized interscholastic athletics program through the District of Columbia Interscholastic Athletic Association (DCIAA). The DCIAA is a historic organization that serves students Grade 4 through 12 in all 115 DCPS schools. The vision of the DCIAA is to ensure all students have access to interscholastic sports regardless of background. This task is challenged by funding and resource shortfalls. This obstacle is not unique to DCPS/DCIAA, as large, urban school systems across the country are forced to make tough choices about how to best serve their students with limited resources.
- C.4.2 Despite budget challenges, DCPS/DCIAA athletics program is regarded as one of the best Interscholastic Associations across the nation, producing many talented student athletes who go on to compete at the collegiate and professional levels, including stars: Vernon Davis, Vontae Davis, Josh Cribbs, Emmanuel Burriss, Byron Leftwich, and Jamelle Elliott. Overall, DCPS/DCIAA has one of the most comprehensive sport programs in the country providing opportunities to organized sports for over 10,000 student athletes. DCIAA offers 22 different sports and fields over 700 teams every school year. Athletics bring our children and communities together through mental, physical, and social development of our athletes. In athletics, student athletes learn life lessons about teamwork, perseverance, and discipline.
- C.4.3 The DCIAA was recently awarded by our Chancellor and Mayor money to expand. This expansion will cover new sports within the DCIAA for middle school students (archery, wrestling, and lacrosse), a division for students with disabilities, and a division for students enrolled in the Opportunity Academies. The Opportunity Academies (4 total schools) are alternative settings for students who are under credited and overaged. With this solicitation, the DCIAA is looking for a bus vendor who can cover the sports and its expansions.

C.4.4

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

- C.5.1 The contractor shall possess prior to contract execution, a Certificate of Necessity from the Washington

Metropolitan Transit Commission that attests to its authority to engage in the business of transporting persons through the Washington Metropolitan Area.

- C.5.2 The contractor shall ensure that every driver meets the following requirements prior to providing services under the contract:
- C.5.2.1 Possess a current and valid Commercial Driver's License (CDL) with the appropriate endorsements.
  - C.5.2.2 Have passed the physical examination and drug and alcohol testing requirements in accordance with DOT requirements and Title 49 CFR Part 40 and Part 382 and provide the DCPS DOT documentation(s) of random drug and alcohol testing. The DCPS reserves the right, under reasonable suspicion, to have the contractors' drives and aides tested for drugs and/or Alcohol.
  - C.5.2.3 Obtain and maintain a valid School Bus Operator's License (SBOL) issued by the District of Columbia, Department of Motor Vehicles.
  - C.5.2.4 Must have successfully passed a police and F.B.I. background investigation check (The Contractors' direct and indirect staff delivering service under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution).
  - C.5.2.5 The Police and FBI Background Investigation Checks as specified above in Section shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10<sup>th</sup> Floor only. The contact for appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-1019; E-Mail address: [Sandra.gliss@dc.gov](mailto:Sandra.gliss@dc.gov). The process takes between three (3) and ten (10) days. The Contractor must contact the Office of Security as soon as the selection has been made by DCPS/OCA and the Contractor has been official informed of its selection/award.
  - C.5.2.6 Be 18 years of age or older.
  - C.5.2.7 Have successfully completed a defensive drive training course; and provide a copy of the certification of successful completion to the DCPS DOT.
  - C.5.2.8 Obtain and maintain Cardiopulmonary Resuscitation (CPR)/First Aid Certification;
  - C.5.2.9 Be free from communicable diseases and physically able to perform the duties prescribed in the contract.
  - C.5.2.10 Have their operating credentials and license with them while performing under this contract;
  - C.5.2.11 Follow the traffic laws of any jurisdiction in which they drive while in the performance of the contract;
  - C.5.2.12 Assume full responsibility for the safe and proper and on-time operation the vehicle that is assigned to him/her;
  - C.5.2.13 In the event of an accident, if physically able, immediately call for medical assistance, notify the police department and call the DCPS Office of Transportation dispatcher;
  - C.5.2.14 Walk the full interior length of the bus to ensure that each child has departed the bus at the end of each bus trip.
  - C.5.2.15 The Contractor shall maintain the capacity to provide backup vehicle(s) to provide the

transportation services required under this contract in the event of any breakdowns of its regular scheduled buses that are put out of service, in the manner to avoid any disruption in the required service. Any occurrence of such a breakdown shall be reported immediately to the Contract Administrator.

- C.5.2.16 The Contractor shall, irrespective of the guaranteed minimum quantity, shall maintain a minimum capacity of 26 buses, including and one (1) bus for the handicapped students equipped with the seat belt.
- C.5.2.17 If the Contractor is more than 45 minutes late, constituting a no-show on any scheduled trip, DCPS will not pay the Contractor for the trip. DCPS will apply a of 50% (dollar amount) of the trip amount on the invoice submitted for next following invoice.
- C.5.2.18 The Contractor shall submit a Rider Report to the Contract Administrator on the first day of each month.
- C.5.2.19 The trip rate shall remain the same rate per category even if the trip runs over. The vendor shall not charge DCPS extra for any reason. The events duration cannot be determined definitively, and it cannot be determined if any delay may occur.
- C.5.2.20 The vendor shall ONLY dispatch buses to pick up our student-athletes. No other type of vehicle will be accepted unless otherwise indicated by the Program or by Procurement.
- C.5.2.21 Student-athletes and coaches must be allowed to shelter on the buses in the event of inclement weather. No student-athlete or coach shall be left outside in the elements.
- C.5.2.22 Buses shall always be equipped with operable air conditioning and heat. If heat or air conditioning are reported as inoperable, the vendor shall refund DCIAA for the full-cost of the trip.
- C.5.2.23 The Contractor shall submit in writing a Back-Up Plan that will prevent any disruption in services if any of the buses to be used in the performance of this contract is/becomes inoperable upon award of the contract.
- C.5.2.24 The Contractor shall demonstrate the capability and capacity to meet every requirement outlined in Section B, and Section C of this contract.
- C.5.2.25 The Contractor shall provide the required/scheduled number of buses for up to 45 passengers (public transit type); the Contractor shall also provide ONE bus with seatbelts for a minimum of 45 passengers and their sports equipment.

**SECTION D: --RESERVED**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies 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**

F.1.1 The term of the contract is from October 01, 2019 thru January 10, 2020 with no Option Year.

<b>Years</b>	<b>Period of Performance (POP)</b>
Base Year	October 01, 2019 thru January 10, 2020

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT – NOT APPLICABLE**

F.2.1 There is No Option Period to this Contract.

**F.3 DELIVERABLES**

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>Contract Section</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
C.1.15	Inoperable Vehicle	1 per occurrence	Email	As Needed
C.4.2.15	Ridership Report	1 for each category	E-mail	1 <sup>st</sup> of the month
C.4.2.18	Incident Report	12	Email	As Needed
C.5.2.23	Back-Up Plan	1	Written plan attached to the bid	12/17/2019
L.14	Certificate of Insurance	1	Form	Attached with the Bid.

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

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

**G.2 INVOICE SUBMITTAL**

- G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2 Contractor shall also simultaneously submit all invoices to the assigned DCPS contract administrator for review. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.  
The address of the contract administrator is:

Peggy Branch-McCaskill  
Program Coordinator  
DCIAA Athletics Department  
3535 V Street, NE  
Washington, DC 20018  
Telephone: (202) 729-3288  
[Peggy.Branch-McCaskill@dc.gov](mailto:Peggy.Branch-McCaskill@dc.gov)

- G.2.3 The Contractor shall submit proper invoices upon delivery, and account statements on a monthly basis or as otherwise specified in Section G.2.
- G.2.4 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
  - G.2.4.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.2.4.2 Contract number and invoice number;
  - G.2.4.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
  - G.2.4.4 Other supporting documentation or information, as required by the Contracting Officer;
  - G.2.4.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.2.4.6 Name, title, phone number of persons preparing the invoice;
  - G.2.4.7 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.2.4.8 Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT – NOT APPLICABLE**

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 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 RESERVED**

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT 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 **NOT APPLICABLE**



- 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 – NOT APPLICABLE**
- 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, Chief Procurement Officer  
Resource Strategy Office  
District of Columbia Public Schools  
1200 First St. NE, 9th Floor  
Washington, DC 20002  
Email: [candace.butler@k12.dc.gov](mailto:candace.butler@k12.dc.gov)

Contract Specialist:  
Zahra Hashmi, Senior Contract Specialist  
Resource Strategy Office  
District of Columbia Public Schools  
1200 First St. NE, 9th Floor  
Washington, DC 20002  
Email: [zahra.hashmi@k12.dc.gov](mailto:zahra.hashmi@k12.dc.gov)

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

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

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

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

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

Peggy Branch-McCaskill  
Program Coordinator  
DCIAA Athletics Department  
3535 V Street, NE  
Washington, DC 20018  
Telephone: (202) 729-3288  
[Peggy.Branch-McCaskill@dc.gov](mailto:Peggy.Branch-McCaskill@dc.gov)

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

- 1) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- 2) Grant deviations from or waive any of the terms and conditions of the contract;
- 3) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

- 4) Authorize the expenditure of funds by the Contractor;
- 5) Change the period of performance; or
- 6) Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor 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 because of the unauthorized changes.

## **G.10 RESERVED**

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

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES – NOT APPLICABLE**

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.: 15, dated 09/16/2019, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a

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

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT -- NOT APPLICABLE.**

- H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).
- H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:
- 1) The first source for finding employees to fill all jobs created to perform this contract shall be the DOES; and
  - 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- 1) Number of employees needed;
  - 2) Number of current employees transferred;
  - 3) Number of new job openings created;
  - 4) Number of job openings listed with DOES;
  - 5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - 6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - a) Name;
    - b) Social security number;
    - c) Job title;
    - d) Hire date;
    - e) Residence; and
    - f) Referral source for all new hires.
- H.5.4 If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- 1) Document in a report to the CO its compliance with section H.5.4 of this clause; or

- 2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - a) Material supporting a good faith effort to comply;
  - b) Referrals provided by DOES and other referral sources;
  - c) Advertisement of job openings listed with DOES and other referral sources; and
  - d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

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

- H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- 1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - 2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - 3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - 4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - 5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - 6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - 7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - 8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

- 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- 10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 [RESERVED]**

## **H.10 DISTRICT RESPONSIBILITIES**

H.10.1 DCPS will be responsible for placing and confirming orders for delivery/performance.

H.10.2 DCPS shall inform the Contractor(s) of any adjustments to schedule and monitor implementation of adjustments.

H.10.3 DCPS will notify the Contractor(s) as soon as possible of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

## **H.11 CONTRACTOR RESPONSIBILITIES**

H.11.1 Contractor shall deliver products/perform services that conform to all specifications as provided in this Contract.

H.11.2 Contractor shall participate in and support any DCPS engagement or satisfaction initiatives in accordance with the mission of DCIAA and its intention to best serve DCPS students and the community.

## **H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

H.12.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The contractor shall request criminal background checks for the positions that require direct contact with youth.

H.12.2 The contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The contractor shall request traffic records for the following positions:

- H.12.3 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.12.4 The contractor shall inform all applicants requiring a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.12.5 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.12.6 The contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.12.7 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 (DCPS, Office of Compliance), 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.12.5(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.12.8 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.12.9 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.12.10 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.12.11 The contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.12.12 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.12.13 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.12.14 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.12.15 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.12.16 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.12.1 and H.12.2.

H.12.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.12.18 The CA will be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA will inform the CO of its decision, and the CO will inform the contractor whether an offer may be made to each applicant.

H.12.19 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.12.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.12.21 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights and the Commission on Human Rights may impose monetary penalties against the contractor.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

#### **I.2.1 AVAILABILITY OF FUNDS**

- I.2.1.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.
- I.2.1.2 The Institution will have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program.
- I.2.1.3 It is further understood that, in the event of cancellation of the contract, the Institution will be responsible for products that have already been delivered in accordance with this contract.

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

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

### **I.4 TIME**

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

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

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems,

utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.

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

**RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the

contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS – NOT APPLICABLE**

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**

### **I.8.1 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 SFA 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 SFA. 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 SFA 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 SFA with ten (10) days prior written notice in the event of non-payment of premium.

### **I.8.2 COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall provide evidence satisfactory to the SFA 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 Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

### **I.8.3 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.

### **I.8.4 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.

### **I.8.5 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.

**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 if 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:
- Ms. Candace Butler, Chief Procurement Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First St. NE, 9<sup>th</sup> Floor  
Washington, DC 20002  
Email: candace.butler@k12.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**

- I.9.1 In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.
- I.9.2 (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60)).
- I.9.3 During the performance of this contract, the contractor agrees as follows:
- I.9.3.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following:
- Employment
  - Upgrading

- Demotion or transfer
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship

- I.9.3.2 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- I.9.3.3 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
- I.9.3.4 The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.
- I.9.3.5 The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- I.9.3.6 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- I.9.3.7 In the event of the contractor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The contractor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24,
- I.9.3.8 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- I.9.3.9 The contractor will include the provisions of paragraph (1) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The contractor may request the United States to enter such litigation to protect the interests of the United States, in the event the contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency.



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

I.10.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS – NOT APPLICABLE**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

## **I.12 GOVERNING LAW**

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

## **I.13 DISPUTES**

### **I.13.1 SETTLEMENT OF OFFER PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES**

The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. Pursuant to 7 CFR §3016.36(b)(12), DCPS must in all instances disclose all information regarding a protest to OSSE.

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

- (iv) 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.14 NOTICE OF TERMINATION – 27 DCMR SECTION 3701**

- 3701.1 The contracting officer shall terminate a contract for convenience or default by giving written notice to the contractor. The notice shall be hand-delivered, sent by telegram, or sent by certified mail, return receipt requested. The DCPS may terminate the contract for cause, by giving thirty (30) days written notice.
- b) Neither the Contractor nor the DCIAA Department shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the Contractor or the DCIAA Department, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The DCPS reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The DCPS shall notify the Contractor, in writing, of specific instances of non-compliance. In instances where the Contractor has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the DCPS shall have the right, upon written notice, to immediately terminate the contract and the contractor shall be liable for any damages incurred by the Institution. The DCPS will negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.

- d) The DCPS will give written notice to the Contractor and terminate the right of the Contractor to proceed under this contract if the DCPS finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the contractor to any officer or employee of the DCPS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be an issue and may be reviewed in any competent court.
- e) In the event this contract is terminated, as provided in paragraph (d) hereof, the DCPS shall be entitled:
  - 1. To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and
  - 2. And in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- f) The rights and remedies of the DCPS provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.14.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT**

I.14.1 DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702 -- Termination for Convenience of the Government (Fixed-Price).

**I.14.2 TERMINATION FOR DEFAULT**

I.14.2 DCPS has the right to terminate the contract for default of the contractor on satisfactory performance in accordance with the terms and conditions of the contract, 27 DCMR Section 3710 Default (Fixed-Price Supply and Service).

**I.15 CONTRACT WORK HOURS AND SAFETY STANDARDS**

I.16.1 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

**SECTION J: ATTACHMENTS**

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

Attachment Number	Document	To Be Submitted with Offer
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://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	No
J.2	U.S. Department of Labor Wage Determination NO.: 2015-4282, Revision No.: 15, Date of Revision: 09/16/2019	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	Yes
J.4	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.6	Tax Certification Affidavit	Yes
J.7	Bidder/Offeror Certification Form	Yes

**NOTE:** Use the link <https://ocp.dc.gov> to obtain and complete all listed attachments following the instructions thoroughly.

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

The Contractor shall complete the Bidder/Offeror Certification as described in Section J.7. <https://ocp.dc.gov>

\*\*\*\*\*END OF THE DOCUMENT\*\*\*\*\*

# EXHIBIT B

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BATTLE'S TRANSPORTATION, INC.**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 1764  
AFL-CIO CLC**

**EFFECTIVE JUNE 1, 2019**

**THROUGH**

**MAY 31, 2022**

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# ARTICLE 1

## RECOGNITION

For the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment, Battle's Transportation, Inc. (the "Company"), operator of transit services, recognizes the Amalgamated Transit Union, Local 1764 (the "Union") as the exclusive bargaining representative for all full-time and regular part-time vehicle operators and attendants employed by the Company, currently located at 3000 V. Street, N.E., Washington D.C., but excluding all mechanics, professional employees, clerical, administrative confidential, and managerial employees, and guards and supervisors as defined by the National Labor Relations Act (the "NLRA") and as set forth in the Certification of Representative in NLRB Case No. 05-RC-16113 and 05-RC-105433 ("employees"). All work performed shall be done by bargaining unit members. The Company or Union may be referred to herein individually as "Party" and collectively as the "Parties."

# ARTICLE 2

## MANAGEMENT RIGHTS

### **Section 2.1 Retention of Managerial Rights**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgement and discretion, including but not limited to these rights.

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations.
- (d) To determine the personnel, methods, means and facilities by which operations are conducted, and set the starting and quitting time and the number of hours and shifts to be worked.
- (e) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency.
- (f) The Company's failure to exercise any right, function hereby reserved to it, or the Company's exercise of any such right shall not be considered a waiver of the Company's right to exercise such right shall not be considered a waiver of the Company's right to exercise such right, or function or preclude it from exercising the same in some other way not to conflict with the express provisions of this Agreement.

# ARTICLE 3

## NONDISCRIMINATION

### **Section 3.1 Gender Terms**

Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

### **Section 3.2 Equal Opportunity**

The Company and the Union each agree that they will not discriminate against any individual with respect to hiring, promotion, discharge, and compensation and other terms and conditions and privileges of employment, nor will it limit, segregate or classify employees so as to deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures. However, it is understood that nothing in this Agreement prohibits any employee from the lawful and timely pursuit of any remedy allowed by law in the courts.

### **Section 3.3 Affirmative Action and Job Accommodation**

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with the federal, state or local laws pertaining to discrimination, affirmative action, or job accommodation.

## **ARTICLE 4**

### **MANAGEMENT AND UNION RELATIONS**

- A. The Company and the Union agree that they will meet in good faith with the duly appointed representatives of each party from time to time in an attempt to resolve issues that may arise between the parties, subject to the limitations of Article 25, "Complete Agreement and Waiver".
- B. The Union, the Company, and its employees agree that all employees will conform to the rules and regulations of the Company; that they will comply with the instructions and directions of the officials, managers, and supervisors over them; that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of themselves and of the passengers and the public in general; that they will at all times give the riding public courtesy and respectful consideration and treatment, and that they will protect the property of the Company and promote its interest.
- C. Employees of the Company and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public service, and that the safety and good will of the general public, including the patrons of the transportation service, are primary importance.

## **ARTICLE 5**

### **UNION SECURITY**

- A. All employees coming within the scope of this Agreement shall be required, as a condition of employment, to maintain his or her Union membership, to the extent permitted under applicable law, by paying initiation fees and membership dues uniformly required of all Union members during the life of this Agreement, or by becoming a fair-share fee payer as provided by law. Membership or dues payment shall commence on or after thirty-one (31) days from the date hired by the Company.
- B. An employee in the bargaining unit who fails to maintain membership or payment of initiation fees or dues shall be discharged by the Company upon receipt of written notice and demand from the Union. Such notice to the Company shall not be sent until the affected employee has had at least sixty (60) calendar days to correct such default and has failed to do so within that sixty (60)-day period.

- C. The Company will notify the Union each month of all employees entering or leaving the employ of the Company.
- D. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.
- E. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

## **ARTICLE 6**

### **ACCREDITED OFFICERS**

- A. The accredited officers who shall conduct all business under the provisions of this Agreement shall be on the part of the Company those designated by the General Manager; and on the part of the Union, the President, Business Agent, and such additional representatives as may be selected by its laws.
- B. Representatives of the Union, including representatives of the International Union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaint and grievances with the Company. Union visitors must check in with the location's General Manager or designee prior to the site visit and may enter locations beyond the drivers' lounge only with specific permissions of the Company. In no event may any visitor interfere with the business of the Company.
- C. A Union official, including representatives of the International Union, shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives.
- D. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least forty-eight (48) business hours in advance, whenever possible, with exceptions for urgent circumstances. Should the Company schedule meetings, these meetings/hearings will be with pay.
- E. The Company shall grant Union business leave, upon advance written request, to any member of the Union who may be elected or appointed to any full-time Union office. Upon retiring from said office the employee shall return to his or her place formerly held in the service of the Company with seniority rights continuing. The Company shall not be responsible for any pay or benefits to an employee on Union business leave of absence.
- F. The Company will permit reasonable unpaid time off to an employee to prepare for the employee's grievance or arbitration hearing, upon at least twenty-four (24) business hours advance written request the Company.
- G. The Union agrees to notify the Company in writing of duly accredited representatives and committees representing the Union, promptly upon their election or appointment to such office.
- H. The Company agrees to notify the Union representative in writing and the operators by placing a notice on Company bulletin boards, of the names of all supervisors and managers within fourteen (14) calendar days of their appointment to such position.

- I. A Union officer or representative will not communicate with a Company client, including contract representatives, members, and/or their personal care attendants and escorts regarding any issue concerning contract management, ongoing investigations, complaints, accidents, or other incidents which may result in potential liability to the Company without the permission of the General Manager; provided however that this Section does not interfere with an employee's right to engage in activity protected by law.

## **ARTICLE 7 NO STRIKES – NO LOCKOUTS**

### **Section 7.1 No Strikes**

During the term of this Agreement, neither the Union nor its members, will directly or indirectly, cause, sanction or participate in any strike, work stoppage, slowdown or boycott against the Company. Instigation, promotion, sponsorship, engagement or even encouragement of a strike or slowdown, refusal to cross a picket line, work stoppage, refusal to perform assigned work or any other intentional interruption of service or production, regardless of the reason for doing so is a direct violation of this Agreement.

### **Section 7.2 No Strikes**

From the effective date of this Agreement there will be no lockouts by the Company.

## **ARTICLE 8 PROBATIONARY PERIOD**

An employee shall be on probation for the first ninety (90) calendar days from the date the employees enters revenue service. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications that the Company determines, in its sole judgement, is needed to do his or her required job. During this "probationary period," the employee may not use accrued leave and the Company has the right to (excluding reasons protected by law) discipline or discharge any probationary employee without just cause and such discipline or discharge will not be subject to the grievance and arbitration procedure contained in this Agreement.

## **ARTICLE 9 COMPLIANCE PROGRAMS**

### **Section 9.1 Substance Abuse and Alcohol Misuse Policy**

The Company has adopted a no tolerance policy related to Drug and Alcohol use and testing. By reference, that policy is incorporated herein. The Company may make changes to this policy to comply with changes mandated by law.

# ARTICLE 10

## DISCIPLINE

### **Section 10.1 Just Cause for Discipline**

After an Employee's Probationary Period, the Company will not discipline an Employee without just cause.

### **Section 10.2 Disciplinary Procedures**

- (a) All disciplinary processes will be performed by the General Manager or their designee. Employee may request Union representation be made available to attend any investigatory interview where the employee being questioned has a "reasonable belief" that the interview could lead to discipline. In such cases, the interview will stop until a Union Representative is present as required by law.
- (b) The General Manager or their designee shall give a fair and impartial hearing to all employees.
- (c) All hearings shall be attended by the charged employee. A Union representative shall also attend the hearing of requested by the employee. The General Manager or their designee shall provide a written copy of their decision and the reasons therefore to the Union representative and the employee. A copy shall also be sent via email or mail to the Union office.
- (d) With the exceptions of charges involving theft, morals investigations accidents and/or violations of the Company Drug and Alcohol Use and Abuse Policy and Safety Violation Policy, all discipline shall be initiated and levied within a fifteen (15) calendar day period from the time the General Manager, or their designee with the authority to remove an employee from service, knew or by reasonable diligence should have known of the alleged occurrence, otherwise it shall not be considered.

### **Section 10.3 Progressive Discipline**

Any violation of posted and/or written rules, policies and/or procedures may result in disciplinary action with the exception of a violation of a serious infraction, listed in "Serious Infractions" below.

First Violation	Policy Review / documented verbal counseling
Second Violation	First Written Warning Notice
Third Violation	Second Written Warning Notice
Fourth Violation	Suspension or may result in discharge

Discipline will not be considered for more than a twelve (12) month period from the date given. No violation may be considered after the twelve (12) month window has closed.

The definition of "first", "second", and "third" violation referenced above shall mean the violation of the same rule, policy or procedure within a twelve (12) month period which has not fallen off an employee's record above and shall not be construed to mean the combination of any first, second and third violation of different rules. However, ten (10) or more violations of any rule in a twelve (12) month period shall result in the following progressive disciplinary action:

First Violation of Any Rule	Policy Review / documented verbal counseling
Second Violation of Any Rule	First Written Warning Notice
Third Violation of Any Rule	Second Written Warning Notice
Fourth Violation of Any Rule	Suspension or may result in discharge

## **Section 10.4 Serious Infractions**

The following violations of Company policies and rules are considered serious infractions and may be just cause for immediate discharge of the employee, although the Company may impose a lesser penalty.

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger. (Theft does not include errors in time keeping which were not intentional or grossly negligent).
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty. Self-defense, confirmed by law enforcement would not be considered a violation of this Section.
- (c) Possession of fire arms, weapons or explosives and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Violation of any law resulting in a felony or misdemeanor (except for minor traffic violations) conviction while on duty.
- (f) Use of language, behavior, or other activity which, in the reasonable determination of the Company, creates a hostile work environment or constitutes harassment, sexual harassment or discrimination against any employee, customer, or passenger under any basis recognized by federal or local anti-discrimination laws.
- (g) Failure for any reason to hold a valid driver's license and all other certificates required by the applicable government contract on which the employee is working and/or federal, state, and local law or regulation to operate the vehicles, provided that in the event of a temporary loss of the required license or certification, the employee may first be entitled to an unpaid leave of absence to correct the loss of a valid driver's license or other certificate required to operate the vehicles.
- (h) Inappropriate physical contact not incidental to one's job duties or indecent exposure to a passenger or fellow employee.
- (i) Failure to properly secure a wheelchair or any other mobility assistance device with a four (4) point tie down, boarding belt, lap and shoulder restraints. Any failed attempt to secure or passenger refusal to secure such restraints must be reported to dispatch, noted on driver log, and the driver must await instruction from dispatch before proceeding.
- (j) The pick-up of any unauthorized passenger.
- (k) Knowingly falsifying of any documents including, but not limited to, employment applications, time records, manifests, signature logs, or any other document.
- (l) Failure to report an accident, incident or injury of any employee, customer, or passenger immediately (or as soon as it is safe to do so) to the dispatcher or supervisor on duty.
- (m) Conviction of a crime of physical or sexual assault of any type.
- (n) Unauthorized and improper use of Company vehicle.
- (o) Failure to properly secure an infant/child safety seat with the proper restraints, boarding belt, lap and shoulder restraints. Any failed attempt to secure or passenger refusal to secure such



restraints must be reported to dispatch, noted on driver log, and await instruction from dispatch before proceeding.

- (p) Failure to maintain a satisfactory driver's record.
- (q) The drop-off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination. This provision will not apply when an adult passenger demands to exit the vehicle at any place without there being a physical handoff to a caregiver or other responsible adult. In these circumstances, the employee will immediately report the issue to dispatch and wait for assistance.
- (r) Gross Negligence (as defined by the direct actions of an employee, such as reading while driving or using a cell phone while driving).
- (s) Insubordination, defined as a refusal to follow a direct order. The order cannot be in conflict with the terms of this Agreement. Employees are required to follow direct orders that do not place the employee, any passenger or member of the public in immediate danger.

The foregoing list is not intended to be exhaustive of the circumstances that give the Company just cause for immediate discharge of an Employee. The Company may have just cause to immediately discharge an Employee under circumstances and for conduct not specifically mentioned above and the Union shall have the opportunity to grieve such discipline pursuant to Article 11 if there is a dispute regarding whether the conduct is just cause for immediate discharge.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION**

For the purpose of this Agreement, a grievance is defined as a dispute between the Parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement. The grievance and re-dress procedure as set forth in this Agreement shall be the sole and exclusive means for settling any contract-related dispute between the Parties during the term of the Agreement. Grievances shall be processed in the following manner:

**STEP ONE:** Grievances must be submitted in writing to the General Manager or designee, no later than ten (10) business days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The General Manager or designee, shall schedule a meeting, if requested by the Union, within ten (10) business days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The General Manager or designee shall respond to the Union representative in writing as to his or her decision regarding the Grievance within ten (10) business days after receipt of the grievance by the General Manager or designee, or in the case of a meeting, within ten (10) business days following the date of the meeting.

**STEP TWO:** In the event the grievance is not resolved to the satisfaction of the employee in STEP ONE, above; the Union may submit the grievance to the Company President, or designee, within ten (10) business days following the date of the Company's answer in STEP ONE. The Company President, or designee, and the Union representative shall hold a meeting, if requested by the Union, within ten (10) business days of the date the grievance is appealed to STEP TWO, to discuss the grievance. The Company President, or designee, shall respond to the Union in writing as to his or her decision regarding the

grievance within ten (10) business days after receipt of the grievance by the Company President, or designee, or in the case of a meeting, within ten (10) business days following the date of the meeting.

**STEP THREE:** In the event the grievance is not resolved in STEP TWO above, the Parties may agree to seek non-binding mediation before moving to binding arbitration. The Union may refer the grievance to arbitration by written notice to the Company President within thirty (30) business days following the date of the Company President's response in STEP TWO or, in the event of mediation, within thirty (30) business days from the date of mediation.

- A. After a demand for arbitration has been made, within ten (10) business days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within ten (10) business days following receipt of the list of arbitrators from FMCS, alternately strike names from the list until only one (1) name remains, with the order of striking to be determined by coin toss. The remaining arbitrator shall act as the impartial arbitrator who shall hear and decide the issue. Either party may request one (1) time a new list of arbitrators at their cost.
- B. It is understood that the arbitrator shall be without authority to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement and supplements, addendums, or appendices hereto, relating to the rates of pay, hours or other conditions of work, as set forth in the Agreement.
- C. The salary and all expenses of the arbitrator, and the cost of the FMCS panel, shall be shared equally between the Company and the Union. Unless otherwise specifically agreed in advance, each party shall be responsible for the cost it incurs and for the expenses of presenting its case.
- D. The arbitrator's decision shall be in writing and served on the Company and Union. The decision of the arbitrator shall be final and binding upon the Company and the Union. Such decision of the arbitrator shall not hold and precedential value for the resolution of any future grievance or arbitration in connection with a dispute between the parties concerning the meaning, interpretation application or alleged violation of the terms of this Agreement.
- E. It is the intent of the Parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the Parties. Failure to comply with the time limits herein shall result in forfeiture of the failing Party's position without setting a precedent. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day.

## **ARTICLE 12**

### **WORKWEEK AND PAY ALLOWANCES**

- A. The workweek shall begin at 12:01 AM on Friday and shall end at midnight the following Thursday. Employees shall be paid every two weeks, with payday on alternate Fridays. Paychecks will be available after 12:01 PM on paydays. Any paycheck shortage in excess of

\$50.00 shall be promptly paid provided the employee brings the shortage to the attention of the Company immediately upon receipt of the payroll check.

- B. Time and one-half shall be paid for all hours actually worked in excess of forty (40) hours per workweek.
- C. Drivers are required to perform pre-trip duties prior to departure from the facility. For drivers operating wheelchair vehicle, the Company will pay fifteen (15) minutes for performing the required pre-trip duties. For drivers operating passengers' vans and/or sedans without wheelchair lifts, the Company will pay twelve (12) minutes for performing the required pre-trip and twelve (12) minutes for post-trip duties. The drivers will not be required to service any vehicles and/or perform mechanical work. However, drivers will be required to maintain the cleanliness of the driver seat area of their vehicle and to clean the inside and outside of their vehicle when needed.
- D. An Operator who returns to the facility late due to mechanical failure, accidents, weather conditions, traffic delays, or as directed by the Company, will be paid for all such time, upon reporting the late arrival to the dispatcher.
- E. Employees shall not be guaranteed any specific minimum hours of work per week for work performed on the contracts set forth in the applicable addendums attached hereto, or for the work performed on any contracts included in addendums made applicable to this Agreement subsequent to the effective date of this Agreement, unless explicitly set forth on writing in such addendum(s) and agreed to by the Company.

## **ARTICLE 13**

### **HEALTH AND WELFARE BENEFITS**

The Company shall provide health and welfare benefits as set forth in the applicable addendum incorporated into this Agreement per regular hour worked per employee not to exceed forty (40) hours per week for work performed on contracts that are subject to the Service Contract Act of 1965. Each employee will have the option of allocating the health and welfare benefits earned toward the following:

- A. The Company sponsored healthcare insurance plan;
- B. Short-term disability and long-term disability insurance plans;
- C. The ATU National 401(k) Plan, ("401(k) Plan") Any earned health and welfare benefits not designated by the employee to be allocated to the aforementioned health and welfare benefit plans shall be contributed to the 401(k) Plan.

All benefits are provided in accordance with the terms and conditions of such plans as may be amended from time to time. If the cost of benefits selected exceed the amount of health and welfare benefits earned, the amount shall be deducted from the employee's paycheck.

Employees may also make voluntary contributions to the 401(k) Plan. Employees electing to make voluntary contributions to the 401(k) Plan must elect voluntary contribution amounts, and provide the same to the Company in writing, during the Company's annual open enrollment period. The Company will deduct voluntary employee contributions to the 401(k) Plan from employee wages and/or earned health and welfare benefits, as applicable, and shall make no discretionary or matching contributions to the 401(k) Plan on behalf of employees.

To the extent any of the language contained in this Agreement conflicts with the terms and conditions of any of the aforementioned health and welfare benefit plans, the terms and conditions of each respective plan document shall control. The Company maintains the right to pass-through improvements, modifications, and changes to the terms and conditions of any of the aforementioned plans at any time.

## **ARTICLE 14**

### **HEALTH INSURANCE OPT – OUT**

An employee may opt to not participate in the Company health care plan. Employees who opt out of coverage will be required sign a waiver form stating that the employee has declined Company coverage. All issued under the healthcare plan, including, but not limited to, eligibility, enrollment, premiums, and claims shall be governed by the healthcare plan documents.

## **ARTICLE 15**

### **HOLIDAYS**

To be eligible for holiday pay, a driver must a) have been employed as a driver for at least ninety (90) days prior to the holiday; and b) have worked the day before and the day after the holiday. If a holiday occurs during the driver's scheduled vacation, the driver will be eligible for holiday pay for the applicable holiday. Employees shall be provided holiday pay in accordance with the schedule of holidays identified in the contract-specific addendums to this Agreement. Part-time employees shall not be provided holiday pay.

## **ARTICLE 16**

### **WAGES**

#### **Section 16.1 Wage Rates**

Employees shall be paid wages in accordance with the schedule of wages identified in the contract-specific addendums to this Agreement. The Company reserves the right to bid on future contracts, work orders, etc. in accordance with the prevailing wage rate(s) stated in the solicitations or contracts. Should the solicitation or contract not set forth a required prevailing wage, the Company will compensate employees in accordance with the schedule of wages set forth in the addendums to this Agreement.

The Company shall provide written notice to the Union of award of a new contract subject to a prevailing wage that is not identified in the contract-specific addendums to this Agreement ("New Prevailing Wage Contract") within the earlier of thirty (30) calendar days, or thirty (30) calendar days of the start of performance, of such New Prevailing Wage Contract. Upon receipt of written notice from the Union that is given within the later of sixty (60) calendar days of the start of the performance of a New Prevailing Wage Contract, or sixty (60) calendar days of the Union's receipt of written notice from the Company regarding the award of a New Prevailing Wage Contract, the parties shall engage in collective bargaining, without resorting to self-help and such as strikes or lockouts, for the limited purpose of negotiating the wage rates to be paid to employees working in such New Prevailing Wage Contract. If no mutual agreement regarding the wage rate is reached within ninety (90) calendar days of receipt of such written notice, the parties' sole recourse shall be through non-binding collective bargaining mediation with the Federal Mediation and Conciliation Service. Notwithstanding the foregoing, such written notice given under this Section 16.1 shall not obligate either party to engage in collective bargaining on any subject other than the wage rate to be paid to employees working on such New Prevailing Wage Contract. The negotiation of all other subjects of bargaining for the term of the Agreement shall be governed by Article 25.

#### **Section 16.2 Contract Substitutions**

Should an employee be asked to temporarily be assigned to a route on a different contract for an entire workday, that employee shall be paid in accordance with the rates applicable to the temporary assignment; provided however that the employee shall not accrue wages at a lesser rate than the employee's permanent assignment.

## **ARTICLE 17 VACATIONS**

### **Section 17.1 Vacation Accrual Rates**

Full-time employees are eligible to accrue vacation. Part-time employees are not eligible to accrue vacation. Vacation hours begin accruing after employees complete the training period but employees are prohibited from using accrued vacation during the ninety (90)-day probationary period. Eligible employees accrue vacation for each month of service.

The vacation accrual rate is based on the length of employment and the Service Contract Act, as follows.

<b>Years of Employment</b>	<b>Monthly Accrual Rate (In Hours)</b>	<b>Total Accrual Per Year (In Hours)</b>
Less than two (2) years	3.33	40
Two (2) to eight (8) years	6.66	80
Eight (8) years to fifteen (15) years	10	120
Fifteen years +	13.33	160

### **Section 17.2 Vacation Bidding**

Vacation will be granted by order of request. The requesting employee must have a sufficient vacation hours accrued in order for the requested time off to be approved. If an employee is on an approved leave of absence for less than thirty (30) days, vacation time will not continue to accrue. All unused vacation days will be paid upon separation from employment with the Company based on the employee's then applicable hourly rate. Employees are encouraged to use their vacation to take regular time off each year. Employees are eligible to roll over all un-used vacation time from year to year.

## **ARTICLE 18 SICK LEAVE**

The Company will provide employees with at least five (5) days of paid sick leave per year or as set forth in the attached addendums, which shall control. Part-time employees shall be provided sick leave prorated based on the hours the employee actually works. Sick leave can be carried over from year to year based on the employee's date of hire/anniversary date, not to exceed fifty-six (56) hours, unless otherwise required by law. Sick leave balances shall be reflected on the employees pay stub. Eligible employees accrue sick leave for each month of service. Accrued sick leave will not be paid out upon separation from the Company.

## **ARTICLE 19 BEREAVEMENT LEAVE**

The purpose of bereavement leave is to provide an employee with time off without loss of pay to gather together with relatives at a time of personal tragedy for mutual comfort, to assist in planning for the funeral of the deceased.

Full-time employees will receive up to three (3) working days of leave with pay (not charged to other leave) in the event of the death of an immediate family member. Should an employee need to travel out of state for a funeral, the leave will be extended by two (2) working days. Employees who need additional time off may use available sick leave or take unpaid time off. There will be a reasonable limit placed on an employees' need for additional time, based on the circumstances of the employee's particular needs, such as the death of an employee's child.

The parties agree that the following terms meet the definition of "immediate family member": Employee's spouse, child, parent, grandparent, grandchild, step-parent, domestic partner, brother, sister, or the parent, grandparent, or child of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral and/or arrangements. For example, if the death occurs when work is not scheduled, payment will not be made. If a holiday or part of an employee's vacation occurs on any of the days of absence, the employee shall not receive holiday or vacation pay in addition to paid funeral leave.

## **ARTICLE 20 JURY DUTY**

If an employee is called for jury duty, the employee must notify the General Manager within forty-eight (48) hours of receipt of the jury summons. The Company will permit employees to take the necessary time off to serve on a jury. The Company will pay regular, full-time employees the difference between the employee's regular rate of pay and the amount of pay received by the court for the employee's jury duty service not to exceed five (5) days of jury service (petit or grand jurors) as required by the District of Columbia law. In order to receive jury duty pay, employees must present to the Payroll Office a statement of the jury service and pay. This statement is issued by the court. If an employee is released from jury duty four (4) hours or more before the end of the Company's work day or if the employee is temporarily released from jury duty, the employee must call in to the dispatcher to determine if the employee's services are needed for that day.

## **ARTICLE 21 SENIORITY**

- A. Seniority shall be established as of the date the employee enters revenue service. When more than one (1) employee enters revenue service on the same date, seniority order will be established alphabetically by the employee's last name.
- B. If it becomes necessary to reduce the workforce, the driver with the least Company seniority will be laid off first. When the workforce is increased, employees are to be returned to work in reverse order in which they were laid off.
- C. An employee who has been placed on layoff shall be given notice of recall by the Company via of certified mail to the employee's last known address on file with the Company. The employees must respond to such notice within seven (7) business days after receipt of such notice and return to work as directed in such notice. In the event an employee fails to comply with the prescribed time frames the employee will lose all seniority rights under this Agreement and be considered voluntarily quit.
- D. An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:
  - 1. Discharge for just cause, quit, retirement, or resignation;
  - 2. Failure to give notice of intent to return to work after recall within the time period specified in Article 21, Section C;
  - 3. Failure to return to work on the date specified for recall, as set forth in the written notice of recall;
  - 4. Time lapse of six (6) months, or for a period equal to employee's seniority (whichever is less) since the last day of actual work for the Company, regardless of the reason;

5. Failure to work upon the expiration of leave of absence.
- E. Those employees who regularly are scheduled to work thirty (30) hours or more per week and who have successfully completed their probationary period are classified as regular full-time employees. Those employees who regularly are scheduled to work less than thirty (30) hours per week and who have satisfactorily completed their probationary period are classified as regular part-time employees. Regularly scheduled work hours lost and attributable to inclement weather or government shutdowns shall not serve to convert an employee from a full-time employee to a part-time employee.

## **ARTICLE 22 BIDDING**

- A. The Company shall conduct general bids at least two (2) times each year; winter, spring and other times as needed. As positions become permanently available, there shall be a bid for the available position. The general bid and required qualifications shall be posted at least seven (7) business days prior to bidding, when possible. The bid will consist of start and end times for all shifts operated by the Company to include scheduled days off.
- B. Drivers shall bid in order based upon seniority and as quickly as reasonably possible so as not to delay the bidding process. Drivers shall only bid on routes for which the driver is qualified based on the contract specific criteria contained in the posted description. Drivers may leave a list of proxies with the Company prior to the bid. There shall be a Union representative present during the entire bidding process; provided that the Union provides a representative upon reasonable notice and such designation does not delay the general bid. If an employee's proxy bid has been picked or the employee failed to bid, the Union representative shall attempt to reach the employee by phone or radio. If the Union representative is unable to reach the employee, then the Union representative shall select a run as close as possible to that employee's previous bid.
- C. The Company supports bidding of employees based upon seniority for shift assignments and vacation scheduling.
- D. Drivers absent due to illness or injury will be permitted to bid if they have a release from a physician permitting return to unrestricted duty prior to the scheduled date of a general bid.
- E. When overtime is required and all appropriate straight-time assignments have been made, overtime will be offered in seniority order to those qualified to perform the work on a rotating basis.

## **ARTICLE 23 BULLETIN BOARD**

The Company shall provide the Union will a bulletin board in the Operators' room exclusively for its own use. All material posted on the Union bulletin board shall related to the business of the Union. in its role as the exclusive bargaining agent of this bargaining unit, and shall be approved and initialed by the authorized Executive Board Member prior to being posted. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

## **ARTICLE 24 FAMILY AND MEDICAL LEAVE ACT**

The Company will comply with the provisions of the federal Family and Medical Leave Act ("FMLA") and all applicable state and local laws, and such leave will run concurrently with any other leave that qualifies for under these laws. An employee will utilize accrued vacation for statutory leave only if the employee agrees to do so in writing.

## **ARTICLE 25 SAVINGS CLAUSE**

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such part or portions rendered or declared illegal, invalid and/or rejected by the government agency. The remaining parts, portions or provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 26 COMPLETE AGREEMENT AND WAIVER**

The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written documented executed by the Company and the Union.

## **ARTICLE 27 TERM OF AGREEMENT**

This Agreement shall be binding upon the parties hereto, and shall be effective on June 1, 2019, and shall remain in effect until midnight May 31, 2022, except as changes, amendments or supplements may be mutually agreed during the terms and reduced in writing. This Agreement shall automatically renew itself and continue in full force and effect from year-to-year thereafter, unless either party gives prior written notice of a desire to modify, amend or terminate same at least sixty (60) calendar days prior to the expiration date or any anniversary date thereof.

## **ARTICLE 28 ASSIGNABILITY**

This Agreement shall be binding not only upon the Company, but upon its successors and assigns.



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BATTLE'S TRANSPORTATION, INC.**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 1764  
AFL-CIO CLC**

**Addenda to the Collective Bargaining Agreement**

## Addendum B: District of Columbia Public Schools

The parties have negotiated and agreed to the following additions to the Collective Bargaining Agreement and are incorporated therein by reference. The wage rates specified below shall be effective as follows:

Effective June 1, 2019, current (retroactively) and new employees shall earn the applicable wage rate according to years of service, as specified below. Each subsequent pay raise will be effective upon each employee's respective anniversary date on or after June 1, 2020, or upon date of hire for new employees.

The wage rates specified below shall only apply to current contracts with the District of Columbia Public Schools held by the Company on the date of execution of this Agreement.

**i. Uniforms**

The Company furnishes wash and wear uniforms: five (5) shirts and pants & one (1) jacket and hat.

**ii. Wages, Article 16**

**Classification: Non-CDL Driver**

Years of Service	Currently	6/1/19	6/1/20	6/1/21
Less than 3 years	\$17.11	\$17.62	\$18.15	\$18.70
3 years to 5 years	\$17.37	\$17.89	\$18.43	\$18.98
5+ years	\$17.65	\$18.18	\$18.72	\$19.29

**Classification: CDL Driver**

Years of Service	Currently	6/1/19	6/1/20	6/1/21
Less than 3 years	\$22.13	\$22.79	\$23.48	\$24.18
3 years to 5 years	\$22.45	\$23.12	\$23.82	\$24.53
5+ years	\$22.78	\$23.46	\$24.17	\$24.89

**Classification: Attendant**

Years of Service	Currently	6/1/19	6/1/20	6/1/21
Less than 3 years	\$15.65	\$16.12	\$16.60	\$17.10
3 years to 5 years	\$15.89	\$16.37	\$16.86	\$17.36
5+ years	\$16.12	\$16.60	\$17.10	\$17.61

**iii. Health and Welfare, Article 13**

The health and welfare rate will be \$4.48 per hour paid, not to exceed forty (40) hours per week.

**iv. Holidays, Article 15**

New Year's Day  
 Dr. Martin Luther King Jr. Day  
 President's Day  
 Memorial Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day

**v. Sick Leave, Article 18**

Employees shall be eligible to accrue one (1) hour of sick leave for every thirty (30) hours worked, or fifty-six (56) hours per year.

Entered this 10<sup>th</sup> day of July 2019

**BATTLES TRANSPORTATION, INC.**

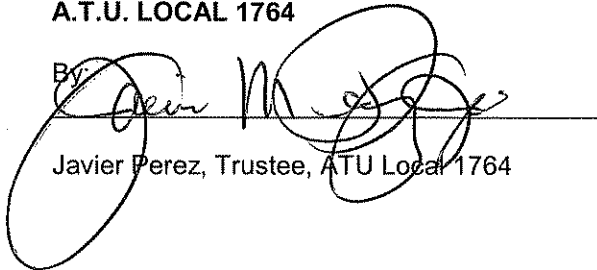
By:



Thomas Dominique, Chief Operating Officer

**A.T.U. LOCAL 1764**

By:



Javier Perez, Trustee, ATU Local 1764