SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Shuttle Transportation Services	1	53

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	CFSA-12-B-0012	X Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Human Care Agreements Emergency	9/12/2011	Open X Set Aside Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Contracts and Procurement Administration **DC Child and Family Services Agency** **955 L'Enfant Plaza SW; North Building, Suite 5200** **Washington, DC 20024**	**Contracts and Procurement Administration** **DC Child and Family Services Agency** **955 L'Enfant Plaza SW; North Building, Suite 5200** **Washington, DC 20024**

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 955 L'Enfant Plaza SW; North Building, Suite 5200 until 2:00pm (Hour) local time 27-Sep-11 (Date)

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

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Yorjai Chandy	202	724-7510		yorjai.chandy2@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
TARA SIGAMONI AGENCY CHIEF CONTRACTING OFFICER		

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

B.1 The District of Columbia Child and Family Services Agency (CFSA) (the "District" or Agency) is seeking a contractor to provide shuttle transportation services.

B.2 The District contemplates award of a firm fixed-price contract for the services to be performed at the unit prices specified in Section B.3, Price Schedule.

B.3 PRICE SCHEDULE:

B.3.1 GROUP 1

- **COURT SHUTTLE - 400 6th St., S.W. / 500 Indiana Ave., N.W.**
- **OFFSITE SHUTTLE - 501 South Capitol St., S.W. / 400 6th St., S.W. / 955 L'Enfant Plaza, S.W.-(D Street S.W. Entrance)**

B.3.1.1 BASE YEAR:
INDIVIDUAL AWARD ITEMS:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
0001 See §C.5	Court Shuttle	$_____
0002 See §C.5	Offsite Shuttle	$_____
	GROUP 1: **BASE YEAR TOTAL**	**$_____**

B.3.1.2 OPTION YEAR 1:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
1001 See §C.5	Court Shuttle	$_____
1002 See §C.5	Offsite Shuttle	$_____
	GROUP 1: **OPTION YEAR 1 TOTAL**	**$_____**

B.3.1.3 OPTION YEAR 2:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
2001 See §C.5	Court Shuttle	$_____
2002 See §C.5	Offsite Shuttle	$_____
	GROUP 1: **OPTION YEAR 2 TOTAL**	**$_____**

B.3.1.4 OPTION YEAR 3:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
3001 See §C.5	Court Shuttle	$_____
3002 See §C.5	Offsite Shuttle	$_____
	GROUP 1: **OPTION YEAR 3 TOTAL**	**$_____**

B.3.1.5 OPTION YEAR 4:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
4001 See §C.5	Court Shuttle	$_____
4002 See §C.5	Offsite Shuttle	$_____
	GROUP 1: **OPTION YEAR 4 TOTAL**	**$_____**

B.3.2 GROUP 2

- **COURT SHUTTLE - 200 I (Eye) Street, S.E.** (formerly known as 225 Virginia Avenue, S.E.) **/ 500 Indiana Ave., N.W.**
- **OFFSITE SHUTTLE - 501 South Capitol St., S.W. / 200 I (Eye) Street, S.E.** (formerly known as 225 Virginia Avenue, S.E.)

B.3.2.1 BASE YEAR: GROUP 2
INDIVIDUAL AWARD ITEMS

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
0011 See §C.5	Court Shuttle	$_____
0022 See §C.5	Offsite Shuttle	$_____
	GROUP 2: **BASE YEAR TOTAL**	**$_____**

B.3.2.2 OPTION YEAR 1:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
1011 See §C.5	Court Shuttle	$_____
1022 See §C.5	Offsite Shuttle	$_____
	GROUP 2: **OPTION YEAR 1 TOTAL**	**$_____**

B.3.2.3 OPTION YEAR 2:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
2011 See §C.5	Court Shuttle	$_____
2022 See §C.5	Offsite Shuttle	$_____
	GROUP 2: **OPTION YEAR 2 TOTAL**	**$_____**

B.3.2.4 OPTION YEAR 3:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
3011 See §C.5	Court Shuttle	$_____
3022 See §C.5	Offsite Shuttle	$_____
	GROUP 2: **OPTION YEAR 3 TOTAL**	**$_____**

B.3.2.5 OPTION YEAR 4:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES	TOTAL AMOUNT
4011 See §C.5	Court Shuttle	$_____
4022 See §C.5	Offsite Shuttle	$_____
	GROUP 2: **OPTION YEAR 4 TOTAL**	**$_____**

B.4 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **section H.9.1**.

*****END OF SECTION B*****

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Child and Family Services Agency (CFSA, Agency or the District), seeks to contract with a vendor to provide Shuttle Transportation Services to accommodate the CFSA staff who require round-trip and/or one-way transportation services to and from CFSA offices, to the court house and CFSA designated off-site parking facility to CFSA offices.

C.2 – C.4 Not Applicable

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide the following concurrent Shuttle Transportation Services as determined by the shuttle schedule of operation (**See Section C.5.15**). The Contractor may be asked to use an alternate route to accommodate other locations used by CFSA in the event of a critical emergency. The shuttles are:

C.5.1.1 ***The Court Shuttle:*** Between:

- the CFSA Office at 400 6th Street S.W., Washington, D.C. and
- the D.C. Superior Court at 500 Indiana Avenue, N.W., Washington, D.C.

C.5.1.2 ***The Offsite Shuttle:*** Between:

- the CFSA offsite parking facility at 501 South Capitol Street, S.W., Washington, D.C.,
- the CFSA Office at 400 6th Street S.W., Washington, D.C. and
- 955 L'Enfant Plaza, S.W., Washington, D.C. (D Street Entrance).

C.5.2 CFSA may relocate from its locations at 955 L'Enfant Plaza, S.W., Washington, D.C., and 400 6th Street, S.W., Washington, D.C., by the end of 2012 (FY13).
The new location is at 200 I (Eye) Street, SE (formerly known as 225 Virginia Avenue, SE.). Group 2 seeks pricing for this anticipated move.

C.5.3 The Contractor shall provide all equipment, insurance, personnel, licenses, franchises, supervision, maintenance, fuel, and operating supplies required to perform the required Shuttle Transportation Services.

C.5.4 The Contractor shall possess, at Contract initiation and during the term of the Contract, the driver's license/CDL license, a Washington Metropolitan Area Transit Commission Certificate of Authority, licenses or permits required by the DC Department of Motor Vehicles and the Contractor shall comply with all Federal, State, District or municipal requirements at all times during the Contract period.

C.5.5 The Contractor shall provide Shuttle Transportation Services to accommodate CFSA staff, who require round-trip or one-way transportation services to and from CFSA

locations, Court and Offsite, as identified in **Sections C.5.1 and C.5.2**, 7:00 AM to 6:25 PM, Monday through Friday, excluding national and local holidays observed by the District of Columbia.

Note: The Offsite Shuttle does not run throughout the day.

C.5.5.1 The national and local holidays observed by the District include:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday Observance Day
- George Washington's Birthday Observance Day (President's Day)
- Memorial Day
- Independence Day
- Emancipation Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

C.5.6 The Contractor shall provide an immediate Back-Up Driver when needed to ensure that Shuttle Vehicle Services are provided at all times. The temporary or permanent dismissal of an employee, including the Driver, accidents, repairs, maintenance or other circumstances shall not relieve the Contractor from fulfilling its responsibilities under this contract. The back-up Shuttle vehicles shall have the same specifications as the Court and Offsite Shuttle vehicles and shall be at no additional cost to CFSA. Additionally, the back-up Shuttle vehicles shall be placed in service to ensure no interruption of the service schedules.

C.5.7 The Contractor shall ensure that breaks and lunchtime hours are covered by Contractor's staff. The Court Shuttle Transportation Services shall operate continuously from 7:00 AM. to 6:25 PM. Adhering to this schedule is critical to ensure that CFSA employees are in court on a timely basis. Note: The Offsite Shuttle does not run throughout the day.

C.5.8 The Contractor shall provide a hands-free cellular phone for the Driver that shall enable the Driver to communicate with the CFSA.

C.5.9 The Contractor shall provide assistance to persons being transported while entering and exiting the Shuttle Vehicle to ensure their safety. This service shall include a portable step to assist riders as required.

C.5.10 The Contractor's Shuttle Vehicle shall be available in inclement weather, unless the District of Columbia Government is closed.

C.5.11 The Contracts and Procurement Administrator/Agency Chief Contracting Officer **(See Section G.7)**, shall be empowered to modify the Contractor's schedule or revise the

schedule in its entirety, provided the modifications or revisions do not result in a change in other provisions of this Contract.

C.5.12 The Contractor shall promptly implement directives that have received written approval from the Contracts and Procurement Administrator/Agency Chief Contracting Officer to make minor modifications, additions and/or deletions to any portion of this Contract's scope of work, provided the directives do not materially change the scope of work. Before implementing any directive, the Contractor shall immediately advise CFSA, in writing, of any cost or schedule impact that may result from the directives.

C.5.13 The Contractor's Shuttle Vehicle Drivers shall turn in any items to the Facilities Management Administration (FMA) that may be left unclaimed on the Contractor's vehicle on the same day items are left in the vehicle.

C.5.14 SHUTTLE DELAYS

C.5.14.1 The Contractor shall contact CFSA's COTR (**See Section G.9),** at least one (1) hour prior to the scheduled start time of the shuttle service to report any issues that may delay the normal start time of the service.

C.5.14.2 The Contractor shall contact CFSA's COTR, at least fifteen (15) minutes upon the breakdown or any other incident involving the Shuttle service, its driver and/or passengers. This shall include any other changes in route due to police or emergency services activity

C.5.14.3 The Contractor shall notify, in writing, CFSA's COTR within twenty-four (24) hours of each occurrence of any shuttle van involved in a traffic accident.

C.5.15 SHUTTLE SCHEDULE

The Contractor shall adhere to the following shuttle schedule. Subsequent needs will be conveyed over the telephone and confirmed in writing within three (3) business days of a requested change by the COTR.

C.5.15.1 ***The Court Shuttle:*** **SCHEDULE TO/FROM COURT**

C.5.15.1.1 GROUP 1: <u>400 6th ST., SW / 500 INDIANA AVE., NW</u>

400 6th St., SW	**COURT**
8:40 AM	8:50 AM
9:00 AM	9:10 AM
9:20 AM	9:30 AM
9:40 AM	9:50 AM

10:00 AM	10:10 AM
10:20 AM	10:30 AM
10:40 AM	10:50 AM
11:00AM	11:10 AM
11:20 AM	11:30 AM
11:40 AM	11:50 AM
12:00 PM	12:10 PM
12:20 PM	12:30 PM
12:40 PM	12:50 PM
1:00 PM	1:10 PM
1:40 PM	1:50 PM
2:00 PM	2:10 PM
2:20 PM	2:30 PM
2:40 PM	2:50 PM
3:00 PM	3:10 PM
3:20 PM	3:30 PM
3:40 PM	3:50 PM
4:00 PM	4:10 PM
4:20 PM	4:30 PM
4:40 PM	4:50 PM
5:00 PM	5:10 PM
5:20 PM	5:30 PM
5:40 PM	5:50 PM
6:00 PM	

C.5.15.1.2 GROUP 2: (200 I (Eye) Street, S.E. (formerly known as 225 Virginia Avenue, S.E.) **/ 500 INDIANA AVE., NW)**

200 I (Eye) Street, S.E.	**COURT**
8:40 AM	8:55 AM
9:10 AM	9:25 AM

9:40 AM	9:55 AM
10:10 AM	10:25 AM
10:40 AM	10:55 AM
11:10 AM	11:25 AM
11:40 AM	11:55 AM
12:10 PM	12:25 PM
12:40 PM	12:55 PM
1:10 PM	1:25 PM
2:00 PM	2:15 PM
2:30 PM	2:45 PM
3:00 PM	3:15 PM
3:30 PM	3:45 PM
4:00 PM	4:15 PM
4:30 PM	4:45 PM
5:00 PM	5:15 PM
5:30 PM	5:45 PM
6:00 PM	

C.5.15.2 ***The Offsite Shuttle:***

C.5.15.2.1 GROUP 1:
SCHEDULE *FROM* OFF-SITE
(<u>501 SOUTH CAPITOL ST., SW / 400 6th ST., SW / 955 L'ENFANT PLAZA, SW</u>)

Off-Site Lot	**400 6th St SW**	**L'ENFANT PLAZA, SW**
7:00 AM	7:10 AM	7:15 AM
7:25 AM	7:35 AM	7:40 AM
7:50 AM	8:00 AM	8:05 AM
8:15 AM	8:25 AM	8:30 AM
8:40A.M	8:50AM	8:55 AM
9:05 AM	9:15 AM	9:20 AM
9:30 AM	9:40 AM	

SCHEDULE *TO* OFF-SITE
(955 L'ENFANT PLAZA / 400 6th ST., SW / 501 SOUTH CAPITOL ST., SW)

L'ENFANT PLAZA, SW	400 6th St SW	Off-Site Lot
4:20 PM	4:25 PM	4:30 PM
4:45 PM	4:50 PM	5:00 PM
5:15 PM	5:20 PM	5:30 PM
5:45 PM	5:50 PM	6:00 PM
	6:15 PM	6:25 PM

C.5.15.2.2 GROUP 2:
SCHEDULE *FROM* OFF-SITE
(501 SOUTH CAPITOL ST., SW / 200 I (Eye) Street, S.E.)

Off-Site Lot	200 I (Eye) Street, S.E.
7:00 AM	7:10 AM
7:25 AM	7:35 AM
7:50 AM	8:00 AM
8:15 AM	8:25 AM
8:40A.M	8:50AM
9:05 AM	9:15 AM
9:30 AM	9:40 AM

SCHEDULE *TO* OFF-SITE
(200 I (Eye) Street, S.E. / 501 SOUTH CAPITOL ST., SW)

200 I (Eye) Street, S.E.	Off-Site Lot
4:25 PM	4:30 PM
4:50 PM	5:00 PM
5:20 PM	5:30 PM
5:50 PM	6:00 PM
6:15 PM	6:25 PM

C.5.16 SHUTTLE VEHICLE REQUIREMENTS

C.5.16.1 ***The Court Shuttle:*** The Contractor shall provide a minimum of one-shift work crew with one (1) Shuttle Vehicle, which shall have a minimum fourteen (14) passenger seating capacity for passengers, and a separate seat for the Driver to support the **Court** shuttle operation. The Shuttle vehicle shall conform to Highway Safety Standards, and shall have adequate heating and air conditioning. The Shuttle(s) shall operate smoothly, free from vibrations and noises.

C.5.16.2 ***The Offsite Shuttle:*** The Contractor shall provide a minimum of one-shift work crew with one (1) Shuttle Vehicle, ADA compliant with 1 wheelchair position minimum, which shall have a minimum fourteen (14) passenger seating capacity for passengers (as described below), and a separate seat for the Driver to support the **Offsite** shuttle operation. This can be a configuration of:
13 passengers + 1 wheelchair position OR,
12 passengers + 2 wheelchair positions.
The Shuttle vehicle shall conform to Highway Safety Standards, and shall have adequate heating and air conditioning. The Shuttle(s) shall operate smoothly, free from vibrations and noises.

C.5.16.3 The Shuttle Vehicle shall display the Contractor's company name and "CFSA" on the vehicle. This is exclusive of a placard in the windshield.

C.5.16.4 The Offsite Shuttle Vehicle shall meet the Americans with Disabilities Act (ADA) requirements at the contract initiation and during the term of this contract.

C.5.16.5 The Shuttle Vehicle shall be equipped with:

C.5.16.5.1 Operational lap and shoulder seat belts for passengers in the most forward seat, and lap type belts for all other passengers.

C.5.16.5.2 Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC Standards).

C.5.16.5.3 A first-aid kit of appropriate type and capacity (WMATC Standards)

C.5.16.5.4 "Fasten Seat Belt", "No Smoking" and "Please Sign-in" signs in the interior

C.5.16.5.5 A hands-free cellular phone for the Driver that shall enable the Driver to communicate with CFSA

C.5.16.5.6 A heating and cooling system of sufficient capacity and operability to maintain passenger comfort during periods of hot and cold weather.

C.5.16.6 The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment:

C.5.16.6.1 At its own expense, the Contractor shall ensure that the Shuttle Vehicle used in the performance of this contract is inspected by the D.C. Department of Motor Vehicles for operational safety at contract initiation and during the term of this contract.

C.5.16.6.2 The Contractor shall bear full responsibility for the preventive and remedial maintenance of the Shuttle Vehicle. The Shuttle Vehicle shall be maintained in safe operating conditions at all times.

C.5.16.6.3 The Contractor shall keep the exterior, windows and interior of the Shuttle Vehicles clean and litter-free at all times.

C.5.16.6.4 The Contractor shall maintain seat belts in operating order at all times.

C.5.16.6.5 The Contractor shall have full responsibility for the storage of the Shuttle Vehicle during non-duty hours.

C.5.17 SHUTTLE STAFF REQUIREMENTS

C.5.17.1 The Contractor's employees shall be trained, fully qualified, free from communicable diseases, and physically able to perform their duties. At all times the Contractor's employees shall adhere to acceptable professional behavior standards. This includes harassment or discrimination based on race, creed, color, sex, age, sexual orientation or national origin.

C.5.17.2 The Contractor shall have written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns. Employees shall have a minimum of high school diploma or GED and pass a drug test prior to the offer of employment by the Contractor.

C.5.17.3 The Contractor shall establish and maintain a policy for the testing of drivers of commercial motor vehicles for the presence of controlled substances and alcohol. The policy shall include a procedure for testing drivers who have been involved in an accident.

C.5.17.4 The Contractor shall maintain records on each employee's suitability for performing the duties of driver. The records shall be maintained in the Contractor's main office and made available for inspection by the COTR upon request, within 30 days after the date of contract award. A copy of the records shall be delivered to the COTR, as described in Section **F.3**, or upon request.

C.5.17.5 The Contractor shall provide mandatory training for all of the Contractor's employees in the duties and responsibilities of their various jobs, transportation procedures and policies and the Contractor's additional mandatory training programs, specifically, training on time management, incident report writing, training and documentation, and customer service.

C.5.17.6 Within 15 days of award of this contract, the Contractor's employees shall wear and display an identification badge/name plate that displays the employee's name, weight, hair color, color of eyes, and the date the identification was issued and will expire.

C.5.17.7 The Contractor shall ensure that drivers possess valid operator's permits for the types of vehicles they operate and shall not have been suspended to operate a vehicle within the previous three (3) years.

C.5.17.8 The Contractor shall ensure that drivers have their operating credentials and licenses in their possession while the Shuttle Vehicle is being driven. Drivers shall obey all posted traffic signs. CFSA shall not be responsible for traffic tickets or liabilities incurred as a result of driver negligence.

C.5.17.9 The Contractor shall ensure drivers are responsible for handling on-vehicle disciplinary problems, for obtaining assistance for passengers experiencing medical emergencies (such as epileptic seizures) and for providing supervision and assistance to the passengers.

C.5.17.10 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, sexual orientation or national origin. The Contractor shall take affirmative action to ensure that employees are treated fairly during employment, without regard to race, creed, color, sex, age, sexual orientation or national origin.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 **(Attachment J.1).**

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by Clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 **(Attachment J.1).**

*****END OF SECTION E*****

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of **four (4), one-year** option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

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

CLINs	Deliverable	Qty	Format/Method of Delivery	Due Date
0001 – 4001 0002 – 4002 0011 – 4011 0022 - 4022	Monthly ridership on a daily basis by time and location	1	Excel spreadsheet/ Electronic	Monthly
N/A	Copy of Drivers' **DMV Record check** and **Drug test**	1	Scanned Documents or copies/ Electronic or hand delivery	Yearly **or** within 5 days of a change of driver

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

*****END OF SECTION F*****

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in **Section G.9** below. The address of the CFO is:

Child and Family Services Agency
Fiscal Operations
400 6th Street SW
2nd Floor
Washington, DC 20024

The contractor may also submit invoices by e-mail to: cfsa.accountspayable@dc.gov

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

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

G.2.2.2 Contract number and invoice number;

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

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in **G.2.2.6** above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the 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 PAYMENT

G.4.1 The District will pay the full amount, due monthly, to the Contractor after:

a) Completion and acceptance of all work; and

b) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq*., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is

made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza, S.W., North Building, Suite 5200
Washington, D.C. 20024;
Email: tara.sigamoni@dc.gov
Phone: (202) 724-5300

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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract**.** The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Ella Roberson
Contracting Officer's Technical Representative (COTR)
Program Manager, Facilities Management Administration
Child and Family Services Agency
Telephone No.: (202) 727-7556
400 6th Street SW
Washington, DC 20024

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

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

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

*****END OF SECTION G*****

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 2005-2103 Rev 11, dated June 13, 2011**, 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 **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq*. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, **(Attachment J.4)** in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  (a) Name;
  (b) Social security number;
  (c) Job title;
  (d) Hire date;
  (e) Residence; and
  (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the CO the Contractor's compliance with **section H.5.4** of this clause; **or**
(2) Submit a request to the CO for a waiver of compliance with **section H.5.4** and include the following documentation:

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

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

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

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

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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

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

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

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

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

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 <u>Mandatory Subcontracting Requirements</u>

H.9.1.1 For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of

materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

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

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

H.9.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of **section H.9.1**. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the

subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a

material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

Not Applicable

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Shuttle Rider Recordation

The Contractor shall ensure that all passengers sign in upon boarding the Shuttle Vehicle.

H.11.2 Confidentiality

The Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to the District hereunder, Contractor may have access to certain information of the District and its clients that is confidential and constitutes valuable, special and unique property of the District. The Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, any the District client/confidential information without the District's express prior written consent, except pursuant to Contractor's duties hereunder. Contractor agrees to abide by all laws and regulations governing confidentiality, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

H.12 LIQUIDATED DAMAGES

H.12.1 When the Contractor fails to perform the tasks required under this Contract, CFSA shall assess Liquidated Damages in an amount equal to the amount calculated as per **section H.12.1.1** per day, or fraction thereof, against the Contractor, until such time the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.12.1.1 Once the District and the Contractor execute a firm fixed price contract, the total annual contract price will be divided by the number of days of service (excluding holidays and

weekends) annually, to arrive at a unit price per day. The Contractor shall be assessed Liquidated Damages equal to the unit price per day for each day of failure to maintain scheduled services. Scheduled services are defined as the tasks required in the contract. For failure to maintain scheduled services for a fraction or a part of a day, the Liquidated Damages shall be calculated proportionately, that is:
The shuttle did not show, or was unavailable due to the Contractor's inability to provide a backup due to a breakdown; the Liquidated Damage is equal to:
Unit price for the day **divided** by number of hours of service for the day **multiplied** by number of hours of lack of service or no show.
Example:
The unit price for the day is $100.00; the number of hours of service is 8 and the shuttle no show was 4 hours;
Liquidated Damages = $100 divided by 8 multiplied by 4
= $50.00.

H.12.2 The COTR will identify any occurrences where Liquidated Damages are to be considered for assessment against the Contractor and provide that information to the Contracting Officer.

H.12.3 When the Contractor is unable to cure its deficiencies in a timely manner and CFSA requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing, until the time CFSA is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions for use with the District of Columbia Government Supplies and Services Contracts, dated March 2007 (available at www.ocp.dc.gov, solicitation attachments), the original Contractor is completely liable for any and all total cost differences between their Contract, and the new Contract awarded by CFSA, to the replacement Contractor.

*****END OF SECTION H*****

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 March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on "Solicitation Attachments", then click on "Standard Contract Provisions (March 2007) (PDF)".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional

materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in **section I.5.6** are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. **GENERAL REQUIREMENTS**. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries **$1,000,000** per occurrence limits; **$2,000.000** aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. **The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.**

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a **$5,000,000** per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: **$500.000** per accident for injury; **$500,000** per employee for disease; and **$500,000** for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows:
   $2,000,000 per occurrence, including the District of Columbia as additional insured.

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

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza, S.W., North Building, Suite 5200
Washington, D.C. 20024; Phone: (202) 724-5300

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE
A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The

following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of $l,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.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination **Wage Determination No. 2005-2103 Rev 11, dated June 13, 2011**
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"

*****END OF SECTION J*****

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, represents that

(a) It operates as:

___ a corporation incorporated under the laws of the state of _____
___ an individual,
___ a partnership,
___ a nonprofit organization, or
___ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

___ an individual,
___ a joint venture, or
___ a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____Date_____

Name_____Title_____

Signature_____

Bidder ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS

_____COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in clause 13 of the SCP (**Attachment J.1**), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (**Attachment J.1**) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

_____

_____

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as **Attachment J.7**.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

_____

*****END OF SECTION K*****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

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

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a **signed original** and **two (2)** copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked:**
"Bid in Response to Solicitation No. CFSA-12-B-0012".

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

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in **section B.3** will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00pm local** time on **September 27, 2011,** as specified in **Section A.9**.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

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

a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than **seven (7)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **seven (7)** days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Child and Family Services Agency, 955 L'Enfant Plaza, S.W., North Building, Suite 5200, Washington, D.C. 20024; Phone: (202) 724-5300 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Child and Family Services Agency, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, Child and Family Services Agency**,** that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but

which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BIDS WITH OPTION YEARS

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

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the

bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza, S.W., North Building, Suite 5200
Washington, D.C. 20024; Phone: (202) 724-5300

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

*****END OF SECTION L*****

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

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

M.1.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

M.1.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

M.1.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

M.1.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.1.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.1.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

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

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

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

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

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

M.2 EVALUATION OF OPTION YEARS

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

*****END OF SECTION M*****