# A. SOLICITATION, OFFER, AND AWARD

### 1. Caption
DC Circulator Operations & Maintenance Services

### 2. Contract Number
DCKA-2017-R-0052

### 3. Solicitation Number
DCKA-2017-R-0052

### 4. Type of Solicitation
- Sealed Bid (IFB)
- Sealed Proposals (RFP)
- Sole Source
- Human Care Agreements
- Emergency

### 5. Date Issued
9/26/2017

### 6. Type of Market
- Open
- Set Aside
- Open with Sub-Contracting Set Aside

### 7. Issued By:
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE – Suite 700
Washington, DC 20003

### 8. Address Offer to:
Department of Transportation
Office of Contracting and Procurement
55 M Street, SE Suite 400
Washington, DC 20003

**NOTE:** In sealed bid solicitations "offer" and "Offeror" means "bid" and "bidder"

### 9. Solicitation
Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at address in 8 above until 2:00 pm local time on November 16, 2017.

**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
Ana Rangel, Contracting Officer
B. Telephone
(202) 524-8136
C. E-mail Address
ana.rangel@dc.gov

### 11. Table of Contents

<table>
<thead>
<tr>
<th>(X)</th>
<th>Section</th>
<th>Description</th>
<th>Page No.</th>
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<th>Section</th>
<th>Description</th>
<th>Page No.</th>
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<td>Contract Clauses</td>
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<td>Specifications/Work Statement</td>
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<td>Inspection and Acceptance</td>
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<td>F</td>
<td>Period of Performance and Deliverables</td>
<td>133</td>
<td>X</td>
<td>K</td>
<td>Representations, Certifications, and Other Statements of Offerors</td>
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<td>G</td>
<td>Contract Administration</td>
<td>139</td>
<td>X</td>
<td>L</td>
<td>Instructions, Conditions, and Notices to Offerors</td>
<td>173</td>
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<td>X</td>
<td>H</td>
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<td>147</td>
<td>X</td>
<td>M</td>
<td>Evaluation Factors</td>
<td>181</td>
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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 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. Not Applicable

### 14. Acknowledgement of Amendments
(The Offeror acknowledges receipt of amendments to the SOLICITATION):

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date</th>
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<th>Date</th>
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### 15A. Name and Address of Offeror

### 15B. Telephone

<table>
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<th>(Area Code)</th>
<th>(Number)</th>
<th>(Ext)</th>
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**15 C.** Check if remittance address is different from above - Refer to Section G

### 16. Name and Title of Person Authorized to Sign Offer/Contract

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

B.1 The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT) (the “District”) is seeking a contractor to operate, manage and maintain service for six fixed service bus routes and one designated supplemental special service operated with a minimum of fifty-two Revenue Vehicles. Seventy-two buses will be leased to the Contractor by DDOT. The Contractor may be asked to provide up to three additional buses per year. Additional information on the equipment is located Section C.5.2 and Attachment J.A.13 DC Circulator Fleet. The District projects an award for this solicitation would be issued in the first quarter of calendar year 2018.

B.2 The period of performance consists of a 5 year 3 month base period (which includes a 3 month start-up period) with 3 five-year option periods for a potential total of twenty years and three months. The expected dates for the base period are April 1, 2018 to June 30, 2023 where the first three months are for the start-up period and with Revenue Service beginning July 1, 2018. Year 1 of the base period consists of the three month start-up period plus the first twelve months of Revenue Service for a total Year 1 period of performance of fifteen months.

B.3 The District contemplates award of a requirements contract with economic price adjustments. A portion of the costs will be fixed costs such as facility rental, insurance and bonds, while the other portion of the costs will be variable based on an hourly rate such as driver wages, bus depreciation and management salaries.

B.3.1 Pricing is to be cumulatively set as follows. The start-up costs shall be priced separately and shall consist of the Contractor’s fully loaded price. The Year 1 price shall consist of the start-up costs plus the fully burdened fixed prices and variable prices for the first twelve months of Revenue Service. The costs of each subsequent year of performance shall be determined by applying a yearly formulaic adjustment to the price of the first twelve months of Revenue Service.

B.3.2 The rate may be adjusted yearly to capture an increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Baltimore area. To the extent that the rate increases, the adjusted rates for each year of performance shall not increase by more than a percentage equal to the increase in the CPI-U for the Washington-Baltimore area for the relevant twelve month period up to and including a maximum increase of 3.35%.

B.3.3 The Contract contains reimbursable cost categories which will be paid on a cost reimbursement basis in accordance with Section G.6. In all cases, cost reimbursable items shall be acquired only at the direction of and with the pre-approval of the District.
B.4 PRICE SCHEDULE – REQUIREMENTS

B.4.1 BASE PERIOD YEAR 1 START UP COSTS

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<tr>
<th>Contract Line Item No. (CLIN)</th>
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<th>Total Extended Start-up Fixed Price</th>
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<td>Start Up as detailed in Section(s) C.5.11 Full compensation for the Start Up costs and all other obligations to be performed by the Contractor under the Contract</td>
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B.4.2 BASE PERIOD YEAR 1 REVENUE SERVICE – FIXED PRICE

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### BASE PERIOD YEARS 2 to 5 REVENUE SERVICE – FIXED PRICE

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### B.4.10 OPTION PERIOD 3 YEARS 1 TO 5 REVENUE SERVICE – FIXED PRICE

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### B.4.11 OPTION PERIOD 3 YEARS 1 TO 5 REVENUE SERVICE – VARIABLE PRICE

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**Total:** $ 

### B.4.12 OPTION PERIOD 4 YEARS 1 TO 5 REVENUE SERVICE – FIXED PRICE

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<td>Reimbursable Cost as detailed in Sections C.5 and G.4.3</td>
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</table>

**Total:** $
B.4.13 OPTION PERIOD 4 YEARS 1 TO 5 REVENUE SERVICE – VARIABLE PRICE

<table>
<thead>
<tr>
<th>Contract Line Item No. (CLIN)</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>4001</td>
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<td>4003A</td>
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<td>4004</td>
<td>Reimbursable Costs as detailed in Sections C.5 and G.4.3</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>4004A</td>
<td>Reimbursable costs markup as detailed in Section G.4</td>
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<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

B.5 An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.6 For contracts in excess of $250,000, at least 35 percent of the dollar volume of the contract shall be subcontracted in accordance with section H.9. Subcontracting Requirements. A Subcontracting Plan form is available at http://ocp.dc.gov. Under Quick Links click on “Required Solicitation Documents.”

B.7 Incentives and Disincentives Program

The District’s Performance Metrics and Requirements are detailed in Section C.5.10. For certain aspects of service provision, the District has identified tangible benefits to the District from superior service and tangible impacts to the District from inferior service. As set forth in Table 1, below, the Contractor may be eligible to earn monetary incentives for exceeding the performance standards in Section C.5.10, and will be subject to disincentives for failing to meet those standards. Unless otherwise stated, incentives and disincentives will be calculated and paid on a monthly basis, and dollar amounts will be applied on a quarterly basis. Potential incentive
earnings will increase annually by two percent or the US Consumer Price Index (CPI), whichever is greater. Disincentives will increase by the same rate. The Not to Exceed (NTE) amount of possible incentives shall be $1,000,000 for the base period and for each option period ($5,000,000 for the potential life of the contract). All incentive and disincentive provisions will be based on a performance standards in C.5.10 Performance Standards, Table 4.

Table 1: Incentive Thresholds

<table>
<thead>
<tr>
<th>Reference</th>
<th>Measure</th>
<th>Performance Standard</th>
<th>Incentive Standard</th>
<th>Incentive Amount</th>
<th>Disincentive Standard</th>
<th>Disincentive Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.5.10.2</td>
<td>On-Time Performance (OTP)</td>
<td>90% on-time</td>
<td>&gt;95% on-time performance</td>
<td>Additional $4,000 per month</td>
<td>&lt;85% on-time performance</td>
<td>Reduction of $4,000 per month</td>
</tr>
<tr>
<td>C.5.10.3</td>
<td>Service Interruptions</td>
<td>6,000 miles between road calls for all Revenue Vehicles</td>
<td>&gt;8,000 miles between road calls</td>
<td>Additional $1,500 per month per Revenue Vehicle meeting Incentive Standard</td>
<td>&lt;4,000 miles between road calls</td>
<td>Reduction of $3,000 per month per Revenue Vehicle meeting the Disincentive Standard</td>
</tr>
<tr>
<td>C.5.10.4</td>
<td>Incident Frequency (Preventable Collisions)</td>
<td>Zero (0) Preventable Collisions</td>
<td>Zero (0) Preventable Collisions and Zero (0) Moving Traffic Violations</td>
<td>Additional $1,000 per month</td>
<td>≥1 Preventable Collisions</td>
<td>Reduction of $1,000 per collision per month</td>
</tr>
<tr>
<td>C.5.10.5</td>
<td>Customer Complaints</td>
<td>0.5 complaints per 10,000 passengers</td>
<td>≤0.3 verified complaints per 10,000 passengers</td>
<td>Additional $2,000 per month</td>
<td>&gt;1 complaint per 10,000 passengers</td>
<td>Reduction of $2,000 per month</td>
</tr>
<tr>
<td>C.5.10.6</td>
<td>On-Time Fleet PMIs</td>
<td>95% of fleet PMIs performed on-time</td>
<td>100% of Fleet PMIs performed on-time</td>
<td>Additional $4,000 per month</td>
<td>≤90% of Fleet PMIs performed on-time</td>
<td>Reduction of $4,000 per month</td>
</tr>
<tr>
<td>C.5.10.7</td>
<td>Maintenance</td>
<td>Zero (0) “A” defects as identified in condition audits</td>
<td>Zero (0) “A” and Zero (0) “B” defects as identified in condition audits</td>
<td>Additional $4,000 per audit</td>
<td>≥1 “A” defects as identified in condition audits</td>
<td>Reduction of $4,000 per “A” defect per audit</td>
</tr>
<tr>
<td>Reference</td>
<td>Measure</td>
<td>Performance Standard</td>
<td>Incentive Standard</td>
<td>Incentive Amount</td>
<td>Disincentive Standard</td>
<td>Disincentive Amount</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------</td>
<td>----------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>C.5.10.8</td>
<td>Vehicle pull-out (assessment begins after 3 months of revenue service)</td>
<td>95% of required vehicle pull-out</td>
<td>100% of required vehicle pull-out</td>
<td>Additional $100 per day</td>
<td>&lt;90% of required vehicle pull-out</td>
<td>Reduction of $100 per day</td>
</tr>
</tbody>
</table>

*To be included in post-trip inspection reports.

**B.8** See Attachment J.A.10 for forms to complete for the detailed Price Proposal.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1** SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of Transit Operations (Circulator) (the “District”) is seeking a contractor to operate, manage and maintain service for several fixed service bus routes and designated supplemental special service, operated Revenue Vehicles which will be supplied by DDOT to the Contractor. DDOT may request that the Contractor furnish additional buses during performance of this Contract in accordance with guidelines set in the Contract.

**C.2** APPLICABLE DOCUMENTS

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Document Type</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DDOT DC Circulator Policies/Procedures</td>
<td>DC Circulator Inclement Weather Plan</td>
<td>Last Revised 1/21/2016</td>
</tr>
</tbody>
</table>

**C.3** DEFINITIONS

**C.3.1** ADA – Americans with Disabilities Act.

**C.3.2** Advertising Vendor – The company that manages the advertising cases inside bus stop shelters.

**C.3.3** Annunciators – The system that makes automated audio bus stop and other announcements on-board the DDOT Vehicles.
C.3.4 **ASE** – The National Institute for Automotive Service Excellence, and refers to the certification program for automotive technicians and service professionals.

C.3.5 **Automated Vehicle Locator (AVL)** – Provides up-to-date information on the location of DDOT Vehicles using a Global Positing System (GPS). The AVL system also aids in locating vehicle/s so that this information can be provided to emergency services personnel.

C.3.6 **Automatic Passenger Counters (APC)** – The sensors installed above the DDOT Vehicles’ doors that record boarding and alighting at bus stops. The data recorded by this system is used to ensure routes and stops are operating in the most efficient manner.

C.3.7 **Blocking** – The process of generating daily bus work assignments.

C.3.8 **CAD** – Computer Aided Dispatch, which is a system that allows dispatchers to monitor and safely communicate with bus drivers.

C.3.9 **CDL** – Commercial Driver License.

C.3.10 **Clever Devices/Technologies** – Provider of onboard tracking equipment and associated software, including Automated Passenger Count, Automated Vehicle Locator, and Automated Bus Stop Announcements.

C.3.11 **Clever Reports** – Software through Clever Devices for business intelligences dashboards and reports.

C.3.12 **Cleverworks** – Software through Clever Devices for comprehensive graphical data management for dynamic scheduling, route simulation, and historical data analysis.

C.3.13 **Complaint** – Customer feedback received directly through the customer comment process relating to Contractor performance and not related to complaints against District policies.

C.3.14 **Contractor Vehicles** – All Non-Revenue Vehicles in the Contractor’s support fleet, not owned by DDOT, including maintenance trucks, vans, and sedans.

C.3.15 **DDOT Vehicles** – All DC Circulator Revenue Vehicles owned by DDOT.

C.3.16 **Deadhead** – The miles and hours that a DDOT Vehicle travels in DC Circulator service leaving or returning to the garage or yard facility when no passengers are on board.

C.3.17 **Dedicated Micros - TransVu** – The advanced digital recording system installed on all DDOT Vehicles.

C.3.18 **EPA** – The United States Environmental Protection Agency.
C.3.19 **Fiscal Year** – The 12-month period used by DDOT (October 1 through September 30).

C.3.20 **Fixed Cost** – The costs related to personnel hourly labor rates, facility(ies), maintenance and upkeep, and utilities, etc.

C.3.21 **FTA** – The Federal Transit Administration of the U.S. Department of Transportation.

C.3.22 **GFI** – The Genfare I farebox model.

C.3.23 **Hazardous Materials** – any substance, material, condition, mixture or waste which is now or hereafter (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “oil,” “pollutant” or “contaminant” under any provision of District of Columbia, Federal or other applicable law; (2) classified as radioactive material; (3) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (4) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. § 6903); (5) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (6) determined to be a “hazardous chemical substance or mixture” pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. (15 U.S.C. § 2605); (7) identified for remediation storage, containment, removal, disposal or treatment in any District plan for the Property; or (8) determined by District or Federal authorities to pose or be capable of posing a risk of injury to human health, safety or property (such substances to include petroleum and petroleum byproducts, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, lead, mercury, acetone, styrene), and “hazardous air pollutants” listed pursuant to the Clean Air Act, 42 U.S.C. § 7412.

C.3.24 **Headway Sheets** – A list of all trips, produced with each sign-up, which summarizes all schedules for every block on each route. Headway sheets serve as a basis for the paddle that is distributed to each driver on a daily basis for a single route.

C.3.25 **HVVIS** – The handheld verified visual inspection system used by Operators to conduct their daily inspections, currently installed in DC Circulator buses, the system currently installed on DC Circulator buses is Zonar systems

C.3.26 **Infotainment Systems** – The content management software to support the creation, management and distribution of content to the fleet; and, the LCD ruggedized display on all DDOT Vehicles with embedded computer and content player and interface to slave displays.

C.3.27 **Major Body Damage** – Major body damage is any vehicle damage resulting in repair costs of $25,000 or more, or any other damage determined to be major at DDOT’s discretion. Major body damage shall be defined as any damage that would prevent a bus from entering revenue service. See Section C.5.6.28.
C.3.28 **Major Mechanical System Failure** – A failure of some mechanical element of the Revenue Vehicle that prevents the vehicle from completing a scheduled revenue trip or from timely starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.

C.3.29 **MDT** – Mobile Data Terminal.

C.3.30 **Mean Distance Between Failures** – A measure of reliability that expresses the average distance travelled by a bus before preventive or reparative maintenance is required.

C.3.31 **Miles Between Service Interruptions** – The average number of miles between vehicle breakdowns including vehicle failure, road call, or service interruption.

C.3.32 **Minor Body Damage** – Any vehicle damage resulting in repair costs of less than $25,000 or any damage that falls outside the scope of the “Major Body Damage” definition. Minor body damage repairs shall identified by DDOT as necessary and shall be repaired as soon as possible. See Section C.5.6.28.

C.3.33 **MIS** – Management Information System

C.3.34 **Missed Trip** – A trip that is initiated, but not substantially completed (50 percent or more of the revenue miles provided) without prior approval from DDOT or a trip that departs from the first timepoint of a trip five minutes after the published departure time of that scheduled trip.

C.3.35 **Moving Traffic Violation** – A violation of a traffic law by a vehicle in motion. Examples of moving traffic violations include, but are not limited to speeding, violating a stop sign or red light, and drunk driving. Moving traffic violations may be issued through Automated Traffic Enforcement or by notice of violation issued by a police officer.

C.3.36 **Nextbus** – The current real time arrival information technology.

C.3.37 **Non-Revenue Vehicle** – A Contractor provided vehicle that is used to support transit services (such as supervisory or relief vehicle) but is not used in Revenue Service.

C.3.38 **Notice to Proceed (NTP)** – The notice which authorizes the Incoming Contractor to begin services per the terms of the Contract documents.

C.3.39 **NTD** – The National Transit Database, the reporting system maintained by the FTA, which uses uniform categories and uniform system of accounts to accumulate financial and operating information on public transit services.

C.3.40 **NTD Passenger Miles Traveled** – The cumulative sum of the distances ridden by each passenger.

C.3.41 **OEM** – The Original Equipment Manufacturer.
C.3.42 Operating Base – Location designated by DDOT at which Revenue Vehicles are stored and from which Revenue Vehicles are dispatched.

C.3.43 Operations Command Center – The main location from which all aspects of the DC Circulator system are controlled and operational decisions are made regarding normal and non-normal operations.

C.3.44 Operator – Operators are the bus drivers.


C.3.46 Other Mechanical System Failure – A failure of some other mechanical element of the Revenue Vehicle that, because of local agency policy or standard operating procedure, prevents the Revenue Vehicle from completing a scheduled revenue trip in compliance with that local agency policy or standard operating procedure, or from timely starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service.

C.3.47 Outgoing Contractor – DC Circulator’s incumbent contractor, First Transit.

C.3.48 Paddle – Refers to the schedule for each bus showing all trips in a day, including arrival and departure times. Bus Operators use the paddle to help maintain their schedules.

C.3.49 Platform Hours – The hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

C.3.50 Platform Miles – The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

C.3.51 PMIs – Preventive Maintenance Inspection(s).

C.3.52 Preventable Collision – A collision in which the vehicle Operator is found to be partially or wholly at fault, by the police report resulting from the collision.

C.3.53 Pull-In – The return of a DDOT Vehicle to the assigned facility upon completing of revenue service.

C.3.54 Pull-Out – The departure of a Vehicle from the assigned facility to perform revenue service.

C.3.55 Revenue Hour – The time a Revenue Vehicle is in Revenue Service, excluding Deadhead Time.

C.3.56 Revenue Service – The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Excludes deadhead, vehicle maintenance testing,
and charter service.

**C.3.57 Revenue Vehicle (or DDOT Revenue Vehicle)** – Any vehicle owned or leased by DDOT and used by the Contractor to provide fixed route or special service under the Agreement.

**C.3.58 Ride Check** – The check (count) of passengers arriving at, boarding and alighting, leaving from, or passing through one or more points on a route.

**C.3.59 Runcut** – The process of generating daily bus driver work assignments.

**C.3.60 Service Call** – A mechanical failure of a bus in revenue service that causes a delay to service, and which necessitates removing the bus from service until repairs are made.

**C.3.61 Service Interruption** – Any event that terminates or suspends service on a run. Service interruptions may be caused by environmental, vehicle, vehicle Operator, dispatch, or other internal or external factors that adversely impact delivery of DC Circulator service.

**C.3.62 SmarTrip** – The permanent, rechargeable plastic farecard used in the Washington, DC region.

**C.3.63 Spare Ratio** – The number of spare vehicles divided by the vehicles required for annual maximum service. Spare ratio is usually expressed as a percentage.

**C.3.64 Start Up Period** – The period prior to revenue service operation, during which testing, training, and systems integration activities are accomplished.

**C.3.65 Supplemental Service** – The transportation services provided by the Contractor that are in addition to regular transportation services on the route identified, such as transportation services for special events or activities.

**C.3.66 Transition** – The 60-day period between the existing contract with First Transit to the Contract that will be the result of this procurement.

**C.3.67 Triennial Review** – The Federal Transit Administration’s management tool for examining grantee performance and adherence to current FTA requirements and policies.

**C.3.68 USDOT** – The United States Department of Transportation.

**C.3.69 Valid Complaint** – Any complaint (see C.3.13) that cannot be refuted by information provided by AVL system data, video footage, audio recordings, or any other DDOT technology.

**C.3.70 Video Technology** – The current video technology installed in all DC Circulator Revenue Vehicles that monitors vehicle movements in real time.
C.4 BACKGROUND

The DC Circulator service is designed to serve dense activity centers with easy on/off high frequency bus transit service (limited stop service, comfortable and easy to understand service). It provides riders with high quality transportation and a positive experience for people traveling to offices, residences, restaurants, retail stores, hotels, entertainment venues city museums, memorials, and more.

C.4.1 Since its start in 2005, the DC Circulator fleet has grown from 29 buses to a system of 72 vehicles, operating on six (6) routes and carrying approximately five million trips a year. The DC Circulator is owned and managed by the District of Columbia Department of Transportation (DDOT). The DC Circulator is distinct from other surface transit in downtown DC in that it offers frequent service and a distinctive vehicle design.

C.4.2 The DC Circulator provides the only direct public transit link between Union Station and Georgetown. In the spring of 2009, two routes were added, the Woodley Park/Adams Morgan to McPherson Square Metro route and the Union Station to Navy Yard Metro route. In the fall of 2010, a route was added to connect Rosslyn to DuPont Circle. In the spring of 2011, the Potomac Avenue/Anacostia via Skyland route was added. Finally, in June of 2015, the DC Circulator, in partnership with the National Park Service, began operating a route on the National Mall.

C.5 REQUIREMENTS

C.5.1 OPERATIONS

C.5.1.1 Standard Operating Procedures

Ten (10) days after award and not less than thirty (30) business days prior to initiating service, the Contractor shall prepare and submit for DDOT approval, written procedures for operation of the DDOT Circulator Service (“Standard Operating Procedures”) that meet or exceed the minimum requirements of the Contract. The Contractor is responsible for developing the Standard Operating Procedures (SOPs) in coordination with DDOT and shall follow the approved SOPs. The Contractor’s Standard Operating Procedures must be project specific to the DC Circulator. Corporate wide policies that have been found to comply with the regulations outlined in the Contract may be used if they are first modified to be specific to the DC Circulator. The safe and efficient operation of the DDOT Circulator requires SOPs to ensure that critical tasks are carried out in a predictable, consistent, and uniform manner. The SOPs must be clear, easily understood and published in a convenient form. As new procedures are implemented, or updated to reflect changes in procedure, the Contractor shall amend the SOPs as necessary and provide DDOT with an updated copy within seven (7) days of any update. Any changes to the SOPs are subject to DDOT approval before being issued or updated. The following SOPs will be incorporated in the awarded Contract and shall include, but not be limited to:

a. Operations:
i. Plan for headway adherence;
ii. Pre/post-trip procedures
iii. Plans for replacement of disabled vehicles;
iv. Plan for maintaining service operations, including but not limited to initiating turn-backs, inserting strategic buses, skip stop or alighting only operations, removal of Operator, break-downs, and blocked bus stop;
v. Procedures for maintaining vehicle headways, including procedures for GPS/Automated Vehicle Location (AVL) reporting for dispatch and manual headway maintenance;
vi. Procedures for dispatching vehicles to achieve balanced accumulation of mileage for each vehicle in the fleet and accomplish required revenue service and maintenance;
vii. Procedures for reporting incidents and collisions on vehicles; and,
viii. Fueling procedures.
b. Communications:
i. Procedures for notifying of and partnering with DDOT for delays, detours, revenue service cancellations, and service changes;
ii. A list of names and phone numbers of contact persons who can make operating decisions and be reached during hours of operation and after hours;
iii. Procedures for the handling of public and internal comments and complaints; and,
iv. Procedures for communicating with DDOT customer service, riders, and operations center.
c. Safety/Security:
i. Collisions investigation and review procedures, including the process by which preventability and non-preventability shall be determined, and Operator corrective processes;
ii. Emergency notification;
iii. How the Contractor provides access to electronic recordings and ensures preservation of evidence.
iv. Contingency plan for emergencies such as:
   1. Collision
   2. Fire
   3. Mechanical failure
   4. Inclement weather
   5. Criminal activity
v. Procedures for coordinating with security personnel; and,
vi. Procedures for communicating with emergency response personnel.
d. Training:
i. Operator training (including but not limited to customer service, headway adherence, knowledge of the city, safety and emergency procedures);
ii. Safety and security training including but not limited to hazard management, collision investigation, blood-borne pathogens, fire, and CPR; and,
iii. Description of Operator standards of performance and review procedures.
e. Operator Management:
i. Bulletins and general orders;
ii. Procedures for operating Vehicles and providing revenue service, including
procedures to ensure that stop announcements are made by bus Operators, if annunciators are not working;

iii. Operator safety, program, and disciplinary procedures for Operator misconduct;

iv. Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable Operators to communicate with the base office, during all hours of operation;

v. Plan addressing fatigue management;

vi. Reporting on and off duty;

vii. Drug and alcohol testing; and,

viii. Dress and appearance standards.

f. Maintenance/Fare Collection:

i. Procedures for daily bus servicing;

ii. Fare collection (including ensuring fareboxes are operational per program guidelines) and accounting procedures;

iii. Fare payment validation and enforcement procedures; and,

iv. Customer Service;

v. Customer service guidelines and employee standards of conduct;

vi. Lost and found items; and,

vii. An incentive program for front line employees providing excellent customer service and safe operations.


g. Other:

i. Procedures to ensure Contractor compliance with Title VI requirements;

ii. NTD Survey, Data Collections and Reporting Procedures; and

iii. Americans with Disabilities Act (ADA).

C.5.1.2 Safety Operating Procedures

Ten (10) days after award and not less than thirty (30) business days prior to initiating service, the Contractor shall prepare and follow written procedures for the safe operation of the DDOT Circulator Service ("Safety Operating Procedures"). The Contractor shall ensure the safe operation of all vehicles and shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area. The Contractor shall operate the vehicles with the highest regard for all aspects of safety, including but not limited to the following:

a. The Contractor shall not use or allow the vehicles to be used for any illegal purpose.

b. The vehicles shall not be used for towing, pushing, or any purpose other than the transportation of passengers.

c. The Contractor shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.

d. No other use may be made of the vehicles dedicated to the revenue service except as specifically authorized in writing by DDOT.

e. All vehicles shall operate with headlights and taillights turned on while in revenue service.

f. DDOT will designate specific bus stops along each of the six DC Circulator routes. Passengers shall be picked up and discharged only at designated bus stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
g. Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by DDOT: the Contractor shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual orientation, gender identity, or expression or disability.

C.5.1.3 Operation During a Declared Emergency

In the event of a declared emergency by a governmental entity, upon the Direction of DDOT, the Contractor shall deploy Revenue Vehicles in accordance with the Circulator Safety and Security SOP. DDOT will compensate the Contractor during such period of declared emergency for services defined by DDOT as Revenue Hours of Service at twice the standard hourly rate.

C.5.1.4 Collisions

The Operator or Supervisor shall contact the local police immediately in the event of a collision or other criminal activity on or involving a Vehicle. Although multiple agencies may respond to an emergency (Metro Transit Police, US Capitol Police, etc.), police issues should be handled by the Metropolitan Police Department of the District of Columbia, and/or Arlington County Police Department. Depending on the location of the event, National Park Police and US Capitol Police may also handle emergencies. The Contractor shall obtain an incident report from the cognizant law enforcement agency responding to the collision or other criminal activity involving the Vehicle.

a. The Contractor’s Safety/Security SOP (see C.5.1.2) must describe collision investigation and review procedures, and must include the requirement that the Contractor submit a written Collision Incident Report to DDOT within twenty (20) business days of the incident.

b. Repair of collision damage shall be the Contractor’s responsibility. Repairs to damaged vehicles must be timely and a repair report must be submitted to DDOT.

c. Contractor shall assign personnel for collision investigations. All such personnel shall be trained in and knowledgeable of post-collision drug and alcohol testing requirements as required by USDOT regulations.

d. In addition to its own reports to be submitted to DDOT, the Contractor shall submit information pertaining to collisions and incidents on National Transit Database (NTD) forms that satisfy DDOT’s NTD reporting requirements.

e. The Contractor shall report all moving traffic violation notices received by any Contractor employee in conduct of District business or services. These shall be reported immediately (same day as the receipt of notice and no later than one business day after receipt of notice) to DDOT. At DDOT’s request, the Contractor shall remove such employee from assignment to this Contract.

C.5.1.5 Mystery Rider Program

DDOT will conduct customer mystery rider evaluations up to three times a year. These evaluations will be shared with the Contractor and DDOT will make recommendations to the
Contractor for improving service. The Contractor shall be responsible for addressing and implementing these recommendations to improve customer service within thirty (30) days of notification by DDOT or the Contractor shall provide a written justification to DDOT explaining why these recommendations cannot be practicably implemented.

C.5.1.6 Substance Abuse Testing

The Contractor shall adhere and be in compliance with 49 CFR Parts 655 and 40 which sets out the prevention of alcohol misuse and prohibited drug use in transit operations. The Contractor shall create and submit the detailed Drug and Alcohol Testing Program (“DATP”) to DDOT within 120 days following the contract award. This includes having written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. In addition, DDOT requires that the Contractor’s policies and procedures provide for the following, over and above the current FTA requirements: 1) no second chance policy, except as required by law; 2) notification and releases regarding medications.

a. DDOT reserves the right to stipulate additional training requirements, including, but not limited to, retraining and re-certification.

b. The Contractor’s DATP must be project specific to the DC Circulator. Corporate wide policies that comply with FTA regulations may be used if they are first modified to be specific to the DC Circulator. The Contractor’s DATP must identify a drug and alcohol manager and other contact people, testing centers, resources, and other requirements.

c. The Contractor shall secure the services of a DHHS certified testing laboratory and use an evidential breath testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor’s medical review officer (MRO), blood-alcohol technician (BAT), and substance abuse professional (SAP) must all be properly certified and licensed according to 49 CFR Part 40. Prior to the beginning of this Contract, the Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to DDOT in order to verify compliance. At any time should any of the individuals or firms listed above be changed, the Contractor shall immediately notify DDOT.

d. To the extent permitted by law, the District should be listed in the Contractor’s program as authorized for access to test results and other documentation to which the Contractor has access. All confirmed positive drug and alcohol tests will be reported to DDOT.

e. DDOT employees are not subject to the Contractor’s DATP.

f. In accordance with 49 CFR Part 655, DDOT has obligatory oversight of the Contractor’s drug and alcohol policies and procedures. Quarterly review by DDOT will be conducted to determine Contractor compliance with 49 CFR Part 655 and 49 CFR Part 40.

C.5.1.7 Training

The Contractor is required to implement personnel policies and hiring and training programs.
subject to approval by DDOT. In addition to training programs leading up to the start of Revenue Service the Contractor will implement ongoing training and certification programs for current and new employees.

**C.5.1.8 Vehicle Assignment**

DDOT may require the Contractor to assign specific vehicles to blocks of work in accordance with DDOT’s instructions for size and type of bus each individual piece of work requires. It is the Contractor’s responsibility to ensure each service is always provided the proper size/type of bus, as required by DDOT, in accordance with the DDOT Title VI Implementation Plan (see Attachment J.A.12 DDOT Title VI Implementation Plan) and best practices in vehicle distribution to ensure to the degree possible that mileage and wear and tear is relatively consistent throughout the fleet.

**C.5.1.9 Blocking and Runcutting**

The Contractor is responsible for providing both initial and ongoing Blocking, Runcutting, and other related functions. The Contractor shall supply the software for Blocking and Runcutting. DDOT reserves the right to approve all Blocking and Runcuts. At least two weeks prior to the start of Revenue Service, the Contractor shall submit initial and final Runcuts to DDOT within the timeline outlined in Table 5 in Section F.3: Deliverables. Runcuts shall consist of, but not necessarily be limited to, the following:

- a. Operator Manifests/trip sheets for regular weekday, Saturday, Sunday and modified Holiday schedules.
- b. Headways
- c. Block sheets/Paddles and/or trip pairings with trip numbers:
- d. Report listing number of each “type” of run (i.e. straights, splits including length of split, PM or AM only, part time, etc.)
- e. Report listing pay time by run
- f. Report stating total revenue and deadhead miles and hours by route
- g. NTD-related Survey Sheets
- h. Turn Sheets and Stop lists
- i. Snow-Inclement Weather Turn Sheets (Alternate Route) for those times when inclement weather or emergencies call for the use of an alternate route.

**C.5.1.10 Service Schedules**

DDOT will provide the service schedules to the Contractor during the performance of this Contract. The Contractor shall be responsible for developing Operator assignments from the schedules provided by DDOT. DDOT will provide these to the Contractor approximately nine (9) weeks in advance of a schedule change.

**C.5.1.11 Assignment Picks**

The Contractor shall, in consultation with DDOT, establish a regular schedule for drivers to pick
their work assignments. DDOT will strive to ensure major service changes occur simultaneously with picks. DDOT reserves the right to request minor schedule adjustments and service increases between driver picks. Subsequent to a run pick or changes to permanent route assignments, the Contractor shall ensure that all Operators are properly trained on all new routes and that service shall not be affected. Training shall be specific and shall include but is not limited to additional bus training, fare collection, detour route training, stop changes, and any nuances of the route a new driver would need to know to avoid service delays.

C.5.1.12 Operator Availability

In accordance with its staffing plan, the Contractor must provide sufficient available personnel to ensure the reliable operation of service, including when regularly scheduled personnel are unavailable due to vacation, holidays, sick time, and other reasons. The Contractor must also be able to ensure the reliable operation of DC Circulator service for special event service as requested by DDOT and/or for additional scheduled service options as requested by DDOT.

C.5.1.13 Operator Reliefs

Bus Operators relieving other Operators must be at the relief location at least ten (10) minutes in advance of the scheduled relief time. The locations selected for Operator reliefs are subject to approval by DDOT. The Contractor shall obtain DDOT’s approval prior to designating relief points and preparing Runcuts.

C.5.1.14 Extra Board

The Contractor shall develop a Proposed Extra Board Schedule for DDOT’s review and approval to include weekdays and holidays. The Proposed Extra Board Schedule shall detail how coverage will be provided for unscheduled absences. A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT for approval at least thirty (30) days before the first day of Revenue Service. All extra board personnel shall be trained and certified to operate all routes.

C.5.1.15 Assignment Changes

Minor changes will not cause a “bump” pick (i.e., Operators changing assignments when a vacancy occurs). Changes involving service increases will be covered by Contractor management assigning new/extra board Operators until the next pick. Management will assign permanent (interim) replacement Operators for vacated (permanently or temporarily) or otherwise changed assignments (regardless of cause for vacancy or change), minimizing both switching of Operators and significant reduction of existing Operators’ pay hours. These Operators will continue to perform their assigned work until the next pick. As an exception to vacated assignments, an assignment vacated for at least 20 days may be made available for Operators to “bid” on and awarded to the senior-most Operator. However, this shall not trigger a bump pick, as management shall assign a permanent (interim) replacement Operator to perform the assignment vacated by the senior-most Operator selected to perform the originally vacated assignment. Similarly, new “minor” pieces of work initiated at times not coinciding with a pick
shall be assigned a consistent interim Operator.

C.5.1.16 Report Time

The Contractor will ensure Operators are provided and paid for adequate report time for check-in and to perform thorough vehicle pre-tripping. The Contractor shall pay additional report time to new bus Operators for at least their first 10 working days.

C.5.1.17 Vehicle Pre and Post Trip Inspections

The Contractor shall perform pre-trip Revenue Vehicle inspections as required by federal regulations and described in this paragraph. Each Revenue Vehicle must receive a daily pre-trip inspection by the Operator scheduled to operate the vehicle prior to being placed in service and at each change in Operators. The inspection must include the use of pre-trip electronic maintenance management software, and database technology approved by DDOT and a manual pre-trip back-up inspection. The Contractor shall ensure that electronic records of HVVIS inspections are accessible to DDOT.

C.5.1.18 Turnsheets

DDOT will provide the Contractor with bus routing and schedules, which the Contractor must follow. The Contractor shall provide and maintain turnsheets and stop lists for vehicle movements, including non-revenue routes to and from the DDOT storage and maintenance facility. Turnsheets constitute the official route descriptions and will be provided by the Contractor for training and in service use. The Contractor shall prepare, for DDOT approval, turnsheets for non-revenue routes to or from the DDOT storage and maintenance facility. The Contractor shall provide and maintain turnsheets for all out-of-service moves, including but not limited to deadhead moves, which shall include recommended routings as well as alternate routings for each move and preferred and alternate staging locations. Out-of-service turnsheets shall be submitted for DDOT approval at least sixty (60) days before the first day of revenue service provision.

C.5.1.19 Dispatching

The Contractor is responsible for call intake, radio dispatching, Operator check-in, daily assignment of Operators to runs and vehicles, end-of-shift check-in, distribution of information, collection of paperwork, etc. The Contractor’s dispatcher shall provide direction from the time Operators log into service on the vehicle until they pull back into the yard. Contract supervisory personnel must be on-site to ensure Operators check in, know their assignments, and are assigned vehicles. All communications (i.e., issues regarding service changes) to and from in-service Operators shall be channeled via the Contractor’s dispatcher unless specifically authorized by DDOT. This excludes routine supervisory communication intended to help Operators better perform their duties such as correcting mistakes, reminding them of new policies, confirming they know of a new bus stop, etc. Buses shall not overtake the Revenue Vehicle scheduled ahead of them by passing over them i.e. leapfrog. The dispatcher should work to space out close buses. In situations calling for possible or required service changes, including detours, re-deploying
buses to other assignments, holding buses, etc., the Contractor is encouraged to consult with DDOT prior to directing any change. The Contractor shall assign personnel to the dispatch room to aid in decision-making related to such service changes, especially in situations where safety may be a concern (Contractor personnel is also needed in the dispatch room so they have an ongoing awareness of system status throughout the day). During events, such as emergencies, the Contractor dispatcher may cede decision-making power to field personnel, provided they are continuously apprised of changing conditions in a timely manner. DDOT may require the Contractor to provide appropriate personnel for special services performed during hours when the operation is not normally staffed (e.g., dispatching a special Sunday trip).

C.5.1.20 Planning Assistance

The Contractor shall provide appropriate personnel to assist with such efforts as locating and relocating bus stops, timing/retiming routes, trip, deadheading, mileage, developing alternative Runcuts, investigating new and revised routing and scheduling options, solving loading problems, and other operations planning assistance and emergency/snow route turn sheet development. Contractors shall consider that planning assistance may require somewhat intensive use of Runcutters, operations personnel, etc. Due to the dynamic conditions of the DC Circulator operating environment, planning assistance from the Contractor is needed weekly. Assistance for minor changes or possible changes may entail a few hours of effort on the part of a supervisor, senior Operator, or trainer each week. DDOT will attempt to limit major changes.

C.5.1.21 Service Changes

Changes to the services provided under this Contract may only be made by written change notification from DDOT to the Contractor, except in cases of a declared emergency by the DC Homeland Security and Emergency Management Agency. The Contractor shall also use the DC Circulator Inclement Weather Plan, incorporated by reference. The Contractor shall be liable for all costs resulting from any service change undertaken that was not properly ordered or approved in writing and signed by the General Manager.

C.5.1.22 Allowable Service Changes

DDOT reserves the right to adjust service levels during the term of this Contract. This includes adjustments to vehicles allocation. DDOT will have the option to add to or subtract from the given schedule, or to re-deploy the service to other areas. The Contractor shall provide services under this Contract, including any and all allowable service changes made by DDOT. Allowable Service changes may include, but are not limited to:

a. Adding or deleting segments of routing;

b. Extending, deleting, or adding routes or parts of routes;

c. Adding, deleting, or moving stops;

d. Reallocating, decreasing, or increasing Revenue Services, Revenue Hours, Revenue Miles, or the frequency of service;

e. Adding routes or other types of new services needed to meet changing transit demand and market conditions.
C.5.1.23  Changes in Revenue Hours or Revenue Miles

DDOT may increase or decrease the total number of Revenue Miles and/or total number of Revenue Hours by up to 15 percent during any one contract year, (as compared to the prior year’s Revenue Miles and Revenue Hours) without renegotiation of the Fixed Monthly Fee or the Rates per Revenue Hour and Rates per Revenue Mile. A proposed increase or decrease in the total number of Revenue Hours and/or Revenue Miles in excess of 15 percent in any one contract year shall give rise to negotiations between DDOT and the Contractor, which may result in the Fixed Monthly Fee and/or the Rates per Revenue Hour and/or Rates per Revenue Mile increasing, decreasing, or remaining the same.

C.5.1.24  Contractor Suggestions

The Contractor may suggest alternatives to any service changes proposed by DDOT, and may also propose service or operating changes that it believes will be more efficient or provide improved services under this Contract. Such proposed alternatives and changes are subject to DDOT review and approval before adoption.

C.5.1.25  Planned Modifications

The Contractor shall deploy sufficient field personnel to monitor/supervise operations to ensure smooth, consistent implementation of new and modified services.

a. Seasonal Changes: Three (3) DC Circulator Routes operate on a modified seasonal schedule: Union Station – Navy Yard Route; Potomac Avenue – Skyland; and the National Mall. The Contractor shall be responsible for modifying service to reflect the seasonal schedules outlined in Error! Reference source not found.. Seasonal schedules are subject to change as directed by DDOT.

b. Minor Route and/or Schedule Changes: DDOT will endeavor to provide one week’s notice of minor route and schedule changes. DDOT will attempt to limit such short-notice changes to those that will have little or no effect on Operator assignments/Runcut. Minor route and schedule changes are those that constitute five (5) percent or less of the existing revenue hours and/or miles. Minor adjustments, depending on the timeframe available, may be given verbally and then confirmed in writing. The Contractor shall implement minor route/schedule changes when DDOT provides at least twenty-four hours’ notice in advance of the effective time of the change.

c. DDOT will endeavor to periodically examine running times to ensure that published schedules are reasonably accurate estimates. Should the Contractor identify running times that are perceived to be unrealistic, DDOT will evaluate and make changes as it
deems appropriate. DDOT will also perform such checks when initiating new or modifying existing services.

d. **Major Route and/or Schedule Changes**: Except for emergencies, DDOT will endeavor to implement major service changes no more frequently than four (4) times per year in coordination with the Contractor’s periodic bus Operator work run bids (picks). When possible, DDOT will coordinate major route changes with seasonal changes in schedules.

e. Contractor personnel, including but not limited to those responsible for Runcutting and bus Operator training, shall be required to attend regular service change committee meetings convened by DDOT to discuss service-related activities. DDOT will provide a written summary of major changes prior to the date of implementation to assist the Contractor with personnel familiarization/training. The Contractor shall submit a proposed Runcut within twenty-one (21) days of receiving the final route schedules from DDOT Seasonal Change Service Change Request.

f. Upon agreement of the Parties on a proposed service change, DDOT will issue a bilateral change request executed by both Parties. The Contractor shall then proceed to implement the Service change within fifteen (15) calendar days after execution of the Change request or within such other period of time as DDOT may specify in the Change request. If the parties are unable to agree on a proposed Service change within ten (10) business days after the Contractor’s written response under paragraph (1), DDOT may issue a unilateral change order, and any dispute shall be resolved in accordance with the disputes clause in Section I.11 DISPUTES.

g. Notwithstanding the pendency of any such dispute, the Contractor shall proceed, within thirty (30) calendar days after receipt of such unilateral change order, to implement the Service change as requested by DDOT.

C.5.1.26 **Modifications Due to Non-Recurring Events**

The following events may require immediate temporary changes:

a. Route and Service Modifications Caused by Unanticipated, Non-recurring Events: When unanticipated events take place, for example, collisions, weather, unanticipated street closures/detours, emergencies, etc., the Contractor shall cooperate with DDOT in planning service modifications that minimize negative impacts. The Contractor shall work closely with DDOT, in whatever capacity DDOT deems necessary, and quickly provide whatever resources are required. DDOT will endeavor to give as much advance notice of events as is feasible. If service hours are reduced due to such events, the Contractor will be paid according to the scheduled level of service for that day. Hours provided in addition to scheduled service for such events will be paid at the Average Cost Per Revenue Hour.
b. Alternative Schedule Due to Weather or Other Emergencies: In the event of delayed opening or early dismissal by the Federal government, the Contractor shall continue to provide service, unless DDOT notifies the Contractor otherwise in writing. During weather or other emergency situations, the Contractor shall operate DC Circulator service as requested by DDOT according to the DC Circulator Inclement Weather Plan. Contractor must be flexible under these circumstances. DDOT will endeavor to give as much advance notice of events as is feasible. If service hours are reduced due to such events, the Contractor will be paid according to the scheduled level of service for that day. Revenue Hours of service provided in addition to scheduled service for such events will be paid at the Average Cost Per Revenue Hour.

C.5.1.27 Service Disruption

The Contractor shall notify DDOT of any actual or potential disruptions to service due to labor issues, vehicle issues, or equipment issues as soon as practicable after the Contractor becomes aware of such issues. During such situations, the Contractor shall continue to operate according to the schedules and routes provided by DDOT. Within thirty (30) days of the Contract’s award date, the Contractor shall provide a Service Disruption Plan detailing how the Contractor will manage each type of event, how service will be adjusted and prioritized, and what steps the Contractor will take to restore full service.

C.5.1.28 Extra Work/Special Event Service(s)

The Contractor shall perform special event services as requested by DDOT. DDOT will endeavor to schedule these services during off-peak hours. These special event services are over and above the contracted revenue hours and must be requested in writing by DDOT. Special event services hours shall be calculated from route start to route end, by bus. A report on mileage, numbers of revenue hours, and passenger counts shall be provided to DDOT on the monthly invoice. Special Event Services shall be invoiced as a separate category on the monthly invoice to DDOT.

a. Charter Rule Special Event Services: At the time of release of this solicitation, DDOT Revenue Vehicles have no federal interest, so the federal Charter Rule as described in 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604 is not applicable to these Revenue Vehicles. In the future, DDOT may acquire and provide to the Contractor Revenue Vehicles with federal interest. DDOT will provide the Contractor with an updated Fleet Management Plan identifying federal interest at least 30 days prior to introducing any such vehicles into Revenue Service. Special Event Services will be invoiced as a separate category on the monthly invoice to DDOT.

b. Special event services, those involving vehicles subject to the aforementioned federal regulations, must be requested in writing by DDOT and provided in compliance with current regulations as shown in 49 U.S.C. 5323(d) and (g) and FTA regulations at 49
CFR 604. The Contractor shall charge DDOT for special services at the rate per revenue hour as set forth in section G.4 Payment beginning at the scheduled pickup time and ending at the actual return drop-off time.

c. Impact on Scheduled Service: The Contractor shall provide special event services as requested unless the Contractor is able to demonstrate to the satisfaction of DDOT that providing such services would have an adverse impact on its ability to provide the operations and maintenance services required under this Contract.

C.5.1.29  Fares and Fare Collection

DDOT will establish all fares for Revenue Service. Operators shall require passengers to pay the fare immediately upon boarding the Revenue Vehicle. Contractor shall be responsible for all fare collection and auditing to ensure the fare has been properly paid.

a. Operators are prohibited from receiving or soliciting gratuities or any payments in addition to or in lieu of proper payment from passengers.

b. All money collected by the Contractor shall be the property of DDOT.

c. DDOT will supply GFI Smart Card equipped validating fareboxes and related components. Fareboxes and related components are the property of DDOT. The Contractor shall probe, upload, and download fare media information and perform vault operations, as well as daily closeouts, report running and administrative duties during specific time periods. The Contractor shall upload and download fare information from the farebox and transmit it to the regional clearinghouse. The Contractor shall propose, as part of their standard operating procedures, the frequency and timing of probing, uploading, and downloading of fare media information. DDOT will review and approve the proposed standard operating procedures.

d. The Contractor shall maintain the fareboxes and fare collection equipment, to include all equipment installed in each garage such as the vault and probe, in good working order and within the tolerance of accuracy as recommended by the manufacturer. The Contractor shall report to DDOT any equipment malfunctions as part of the regular maintenance report. The Contractor shall also be responsible for the purchase of replacement parts associated with, and repair of, the fareboxes. The Contractor acknowledges that acquiring replacement parts has a long lead time.

e. If DDOT decides to implement a new fare payment system that enables passengers to pay with credit cards, DDOT will provide all necessary hardware and software. The Contractor shall assist with the conversion process and shall be responsible for the installation and maintenance of the system. If DDOT decides to upgrade the farebox Driver Controlled Unit (DCU) during the life of this contract, the Contractor shall be
responsible for the installation and maintenance of the DCUs.

C.5.1.30 Fare Collection

All fare revenues shall be collected, delivered and accounted for as more fully described in the Contractor’s Standard Operating Procedures for Fare Collection. DDOT approval of these procedures is required prior to initiation of service under this Contract.

a. Bus Operators shall be required to collect fares from boarding passengers. The Contractor shall instruct and train all Operators as to acceptable fare collection procedures and shall supervise the performance of such functions. Monitoring procedures shall be instituted by the Contractor to prevent pilferage of fare revenues.

b. The Operators shall not provide change. Any passenger not producing a fare shall be encouraged to pay.

c. The Operators shall record passenger boarding by fare category for each trip, including recording passengers riding for free or evading the fare. DDOT will work with the Contractor to develop categories as part of the Standard operating Procedures for Fare Collection. The Contractor shall supply fare and other reports as required.

d. The Contractor shall also accept non-cash fare media from passengers as determined by DDOT. The Contractor shall reconcile and return to DDOT all accepted non-cash fare media monthly with the monthly report. DDOT may require that all fare media, including non-cash fare media collected by the Operator be turned in daily to the General Manager. DDOT will inform the Contractor of any such marketing campaigns and provide the Contractor with a copy of the non-cash fare media and the dates that they shall be accepted. Accepted media may include additional fare products in the future. DDOT employees may ride free when presenting their District-issued ID.

e. The Contractor shall require all Operators to log onto the farebox using the Driver Control Unit (DCU) before starting any Revenue Service and log off at the end of Revenue Service.

f. Farebox Data. The Contractor shall probe and vault every Revenue Vehicle upon its return from Revenue Service and/or before any maintenance is performed on a Revenue Vehicle. The Contractor shall assure that all revenues collected are properly secured (placed in collection vaults) and that ridership date/information is properly downloaded from each Revenue Vehicle to the fare collection database system. DDOT will work with WMATA to establish the relationship with the Contractor and the Regional Customer Service Center (RCSC) to provide download capability.
g. Bank records and accounts. The Contractor shall maintain a separate bank account for DDOT revenue (cash receipts). The Contractor shall provide copies of all deposit slips listing all currency and coin by type and denomination in Monthly Revenue Reports and shall authorize the bank to provide directly to DDOT a duplicate copy of the monthly bank statement. In each second monthly invoice, the Contractor shall provide a reconciliation of the bank deposits with the farebox reports in a format approved by DDOT. The total amount of farebox revenue deposited must equal, at a minimum, the farebox revenues deposited.

h. Farebox Receipts. The Contractor shall deposit fare revenues each weekday in a secured vault collected by a third party bonded collection/deposit provider. The Contractor shall transfer farebox revenues to the secured vault using supplied fare collection equipment, and is responsible for ensuring that there is not contact with/access to the monies by Contractor personnel. Fare collection training shall be conducted by the Contractor, and proper fare collection shall be enforced by senior management.

i. The Contractor shall monitor revenue collection and identify revenue collection errors. The Contractor shall retrain Operators that have made revenue collection errors regarding the proper procedures for revenue collection. The Contractor shall maintain a log tracking all errors committed, the name(s) of the Operator(s), the actions taken to retrain the Operator(s), and progress made. The Contractor shall provide a report to DDOT, as part of the monthly report or upon request, documenting actions taken. Operators shall be continually monitored as to limit errors.

C.5.1.31 Security and Ownership of Fares

All fares collected shall be the property of DDOT. The Contractor shall maintain the security of fareboxes and associated revenue collection system (vaults), including documenting the custody of funds, security of equipment in service, and all inventoried fareboxes and associated equipment.

C.5.1.32 Fare Auditing

The Contractor shall perform daily documented reconciliation of revenue collected by the scheduled service. These reports will be verified for accuracy by DDOT. The verification process may include on site observation of fare collection processes by DDOT employees and/or an outside firm. DDOT audit personnel will also perform random inspections. Variances, as determined by DDOT, must be investigated by the Contractor. The format of the reconciliation must be reviewed and approved by DDOT and the daily written reconciliation must be available for review at DDOT’s request.

a. The Contractor shall ensure that the Operators are properly logged onto the farebox and are using the correct route number. The Contractor shall provide a schedule and protocols for
fare verification and enforcement. DDOT may perform additional random verification of passenger fare payment.

b. DDOT shall have the right and authority to periodically conduct “spot” audits of the Contractor’s collection and depositing process and order necessary and reasonable revisions to procedures as determined to be in the best interest of DDOT.

c. DDOT shall have the right and authority periodically to conduct, with or without prior notice, inspections of the Contractor’s revenue collection methods, procedures and records. DDOT shall have immediate and unrestricted access to all revenue collection facilities at all times for the duration of the contract. The Contractor shall make all records available to DDOT within twenty-four (24) hours of receipt of the notice by DDOT.

C.5.1.33 Written Security Procedures and Fare Collection Monitoring

The Contractor must maintain adequate internal controls for all revenue handling, accounting, and reconciliation. The Contractor shall establish detailed security procedures acceptable to DDOT, to include a plan for preventing theft and exposing pilferage, as part of the Standard Operating Procedures for Fare Collection and Handling. DDOT will periodically review Contractor processes and submit written findings of any deficiencies. Any area where the Contractor is handling fares or vaults shall be subject to random inspections by DDOT personnel and/or external auditors. DDOT personnel shall be granted access to fare handling areas at any time, as long as they are accompanied by Contractor personnel. The Contractor is required to provide written responses to DDOT within thirty (30) calendar days and implement corrective actions within thirty (30) calendar days of any written DDOT findings. Should there be any discrepancies between actual count and data count, the Contractor shall be responsible for reimbursement to DDOT.

C.5.1.34 Taxes and Other Charges

The Contractor shall apply for and maintain all certificates of title, registration or operation applicable to revenue Vehicles in the name of DDOT, as owner. The Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area. The Contractor shall pay all fines due to moving and non-moving violations by Operators of revenue and non-revenue Vehicles, the Contractor operating without proper permits and other fees, and charges (“fees, fines and charges”) imposed by reason of the Contractor’s failure to comply with the rules, regulations, and order of the relevant regulatory bodies. The Contractor shall indemnify the District for any such fees, fines and charges are levied on, assessed against, charged to or imposed on (“assessed against”) the District. In the event of any such fee, fine or charge assessed against the District, the District will notify the Contractor in writing Contractor shall reimburse DDOT within thirty (30) days after receipt of notice. If the Contractor fails to reimburse the District within thirty days of receipt of notice, the District will deduct the amount of the fee, fine or charge from payments due to the Contractor by DDOT.

C.5.1.35 Services Overview
See Table 2 Service Description for summary of the current services being provided by route. Washington Metropolitan Area Transit Commission (WMATC) certification is required for all Revenue Vehicles. All Revenue Vehicles must be registered and the registration maintained in the District of Columbia under the Contractor’s name.

C.5.1.36  Holiday Service and Supplemental Seasonal Schedules

From year to year there may be adjustments to holiday schedules, at the discretion of DDOT. Service during holidays are as follows:

a. New Year’s Eve – Special Service  
b. New Year’s Day – Regular Service  
c. Martin Luther King Jr. Day – Regular Service  
d. Presidents’ Day – Regular Service  
e. Emancipation Day – Regular Service  
f. Memorial Day – Regular Service  
g. Independence Day (July 4) – No Service on the National Mall Route, Regular Service All Other Routes  
h. Labor Day – Regular Service  
i. Columbus Day – Regular Service  
j. Veterans Day – Regular Service  
k. Thanksgiving Day – Service Limited to  
l. Christmas Day – No Service

C.5.1.37  Special Supplemental Schedules

DDOT operates a special supplemental “DC Circulator to the Ballpark” service, for every Washington Nationals night game (beginning at 6:00 pm or later) played at Nationals Stadium. In these instances, the Union Station - Navy Yard route shall operate until midnight. For Sunday home games, the route shall operate from 11:00 am to 9:00 pm.
Table 2: Service Description

<table>
<thead>
<tr>
<th>Route</th>
<th>Hours of Service</th>
<th>Annual Revenue Hours*</th>
<th>Annual Revenue Miles*</th>
<th>Peak Vehicle Need</th>
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<td>Friday</td>
<td>Saturday</td>
<td>Sunday</td>
</tr>
<tr>
<td>Dupont Circle - Georgetown – Rosslyn</td>
<td>6:00 AM - 12:00 AM</td>
<td>6:00 AM - 3:00 AM</td>
<td>7:00 AM - 3:00 AM</td>
<td>7:00 AM - 12:00 AM</td>
</tr>
<tr>
<td>Georgetown - Union Station</td>
<td>6:00 AM - 12:00 AM</td>
<td>6:00 AM - 3:00 AM</td>
<td>7:00 AM - 3:00 AM</td>
<td>7:00 AM - 12:00 AM</td>
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<td>Union Station - Navy Yard Metro</td>
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<td></td>
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</tr>
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<td>Summer (Apr - Sept)</td>
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<td>6:00 AM - 9:00 PM</td>
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<td>9:00 PM - 12:00 AM</td>
<td>9:00 PM - 12:00 AM</td>
<td>11:00 AM - 9:00 PM</td>
</tr>
<tr>
<td>Woodley Park - Adams Morgan - McPherson Square Metro</td>
<td>6:00 AM - 12:00 AM</td>
<td>6:00 AM - 3:30 AM</td>
<td>7:00 AM - 3:30 AM</td>
<td>7:00 AM - 12:00 AM</td>
</tr>
<tr>
<td>Potomac Ave Metro - Skyland via Barracks Row</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Summer (Apr - Sept)</td>
<td>6:00 AM - 9:00 PM</td>
<td>6:00 AM - 9:00 PM</td>
<td>7:00 AM - 9:00 PM</td>
</tr>
<tr>
<td></td>
<td>Winter (Oct - Mar)</td>
<td>6:00 AM - 7:00 PM</td>
<td>6:00 AM - 7:00 PM</td>
<td></td>
</tr>
<tr>
<td>National Mall</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Spring/Summer (Mar - July)</td>
<td>7:00 AM - 8:00 PM</td>
<td>7:00 AM - 8:00 PM</td>
<td>9:00 AM - 8:00 PM</td>
</tr>
<tr>
<td></td>
<td>Fall/Winter (Aug - Feb)</td>
<td>7:00 AM - 7:00 PM</td>
<td>7:00 AM - 7:00 PM</td>
<td>9:00 AM - 7:00 PM</td>
</tr>
</tbody>
</table>

*These hours and miles are estimated and can change based on the day count within an individual year.

¹ Estimates based on Washington Nationals 2016 schedule. The team played 86 home games including 81 regular season home games and five playoff games.

² Varies based on season. Currently 7 in the winter season and 11 during summer.
C.5.2 Equipment

C.5.2.1 Vehicles

The current DC Circulator fleet consists of seventy-two (72) DC Circulator buses owned by DDOT, including fourteen (14) 30-foot buses and fifty-eight (58) 40-foot buses, that are equipped with automatic passenger counters (APC), annunciators, automatic vehicle locators, and fareboxes. Fourteen (14) vehicles are long range battery-electric with at-facility charging stations and fifty-eight (58) are a combination of diesel and diesel electric hybrid-powered, and all will be made available to the Contractor. DDOT’s DC Circulator fleet is summarized in Attachment J.A.13 DC Circulator Fleet. Equipment on the fleet is summarized in Error! Reference source not found.

a. The Contractor shall maintain DDOT Revenue Vehicles in accordance with industry and manufacturer standards and warranty requirements, and shall maintain an adequate inventory of all recommended spare parts, special tools, and other needed maintenance supplies and equipment.

b. The Contractor shall be responsible for the purchase, installation, and maintenance of all other equipment and services necessary to operate and maintain this bus service including all systems in Table 2 Service Description.

C.5.2.2 Non-Revenue Vehicles

Any Non-Revenue Vehicles are the responsibility of the Contractor. The Contractor shall be responsible for registration and titling of these vehicles in the District of Columbia.

Table 3: Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automated Vehicle Locators (GPS) on all DDOT</td>
<td>Equipment, to include controller hardware and data communications hardware to backend systems, comes installed on all vehicles. Contractor</td>
</tr>
<tr>
<td>Vehicles</td>
<td>responsibility to maintain and replace as necessary.</td>
</tr>
<tr>
<td>Automatic Passenger Counters (APC) on all DDOT</td>
<td>Equipment, to include controller hardware and data communications hardware to backend systems, comes installed on all vehicles manufactured</td>
</tr>
<tr>
<td>Vehicles</td>
<td>after 2015. Contractor is not required to purchase or install on older vehicles. Contractor responsibility to maintain and replace as necessary.</td>
</tr>
</tbody>
</table>

3 Diesel fleet includes 18 hybrid-electric diesel and 40 clean-diesel DDOT Vehicles.
<table>
<thead>
<tr>
<th><strong>Equipment</strong></th>
<th><strong>Responsibilities</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annunciators on all DDOT Vehicles</td>
<td>Equipment, to include controller hardware and data communications hardware to backend systems, comes installed on all vehicles manufactured after 2015. Contractor is not required to purchase or install on older vehicles. Contractor responsibility to maintain and replace as necessary.</td>
</tr>
<tr>
<td>Luminator exterior signs, Clever Devices interior signs and infotainment screens</td>
<td>Equipment, to include controller hardware and data communications hardware to backend systems, comes installed on all vehicles manufactured after 2015. Contractor responsibility to maintain and replace as necessary.</td>
</tr>
<tr>
<td>Movement Monitoring Video Technology on all DDOT</td>
<td>Contractor responsibility to purchase, install, maintain, and replace as necessary.</td>
</tr>
<tr>
<td>Dedicated Micros – TransVu on all DDOT vehicles</td>
<td>Equipment comes installed on all vehicles manufactured after 2015. Contractor is not required to purchase or install on older vehicles. Contractor responsibility to maintain and replace as necessary.</td>
</tr>
<tr>
<td>GFI Registering Farebox for SmarTrip Card on all DDOT Vehicles.</td>
<td>Equipment comes installed on all vehicles. Contractor responsibility to maintain and replace, as necessary. Farebox vaulting equipment and required support equipment, including mobile bins will be provided to the Contractor. It is the Contractor’s responsibility to maintain them.</td>
</tr>
<tr>
<td>Electronic Maintenance Management Systems on all DDOT Vehicles</td>
<td>Contractor responsibility to purchase, install, and maintain.</td>
</tr>
<tr>
<td>Operator to Operations Control communication</td>
<td>Contractor responsibility to purchase, install, integrate with onboard CAD/AVL equipment, maintain, and replace, as necessary.</td>
</tr>
<tr>
<td>Computer equipment that supports fareboxes and associated equipment</td>
<td>Contractor responsibility to purchase, install, and maintain.</td>
</tr>
<tr>
<td>Wayside equipment to support onboard equipment</td>
<td>Contractor responsibility to purchase, install, and maintain.</td>
</tr>
<tr>
<td>Towing Equipment</td>
<td>Contractor responsibility to purchase, install, and maintain. Contractor can contract out this service to a third party, with DDOT</td>
</tr>
</tbody>
</table>

c. The District will hold title to DDOT Vehicles and provide all information and access related to warranties. The Contractor must apply for and maintain applicable City, County, Regional (e.g. WMATC), and State business licenses.

d. Washington Metropolitan Area Transit Commission (WMATC) certification is required for all Revenue Vehicles. All Revenue Vehicles must be registered and the registration maintained in the District of Columbia under the Contractor’s name. All certificates of registration and operation applicable to the DDOT Vehicles are issued and shall remain in the Contractor’s name. The Contractor shall be responsible for applying for and maintaining all registration and inspection documents.

e. The Contractor shall keep the DDOT Vehicles free and clear of all levies, liens, and
encumbrances, including fines. The Contractor shall promptly pay all fines and charges
due to lack of vehicle license plates or permits, speeding and similar charges that may be
lawfully imposed by reason of the Contractor’s failure to comply with the rules,
regulations, and order of regulatory bodies so as to avoid any impact on the availability of
the DDOT Vehicles.

C.5.2.3 Tires

The Contractor shall be responsible for providing (through purchase or lease) tires for all DDOT
Vehicles without additional cost to DDOT. Upon award of the Contract, the Contractor shall
inspect all of the tires for all vehicles in the fleet. The tires shall meet the following wear
specifications:

   a. Tires on Revenue Vehicles must meet the following minimum requirements at all
times the Revenue Vehicles are in service:
      i. Front axle - Tires shall have a tread depth of 4/32” minimum.
      ii. Rear axle - Tires should have a tread depth of 2/32” minimum. The tire height
         between 2 tires on the same hub should not vary more than 3/32”.
      iii. Tires with cuts, grooves, or evidence of curb damage (past the manufacturer’s rub
           bars) are not acceptable.

   b. The Contractor shall purchase or lease tires for any Revenue Vehicles with tires not
      meeting the wear specifications listed above. When any tire on a Revenue Vehicle
      fails to meet the minimum requirements of the Contract, the Contractor shall provide
      a replacement tire. The Contractor may not use recapped or re-grooved tires. The
      Contractor shall be responsible, at the termination of this Contract, for returning the
      DDOT Vehicles with tires that meet industry standards and OEM specifications for
each vehicle type, and are within the specifications listed above.

C.5.2.4 Fuel

For Revenue Vehicles, the Contractor shall only use fuel that is ultra-low sulfur diesel, with less
than thirty (30) ppm sulfur, and complies with all engine original equipment manufacturer
(OEM) and Environmental Protection Agency (EPA) fuel requirements. Revenue Vehicle fuel
will be provided by DDOT. The Contractor shall also be responsible for compliance with any
future OEM and EPA fuel requirements. The Contractor shall fuel Revenue Vehicles at DDOT
Bus Facilities. For any other needs, the Contractor shall be responsible for fueling.

   a. DDOT will install electric charging stations at Bus Facilities at no cost to the
      Contractor prior to the start of revenue service.

   b. DDOT will be responsible for all fuel and battery electric charging costs incurred by
      Revenue Vehicles. The Contractor shall ensure that fuel and electric charging stations
      are used only by DDOT Revenue Vehicles.

   c. DDOT will not pay for or reimburse the Contractor for fuel purchased off-site or on-
route unless emergency fueling is approved in advance by DDOT.

d. The Contractor shall be responsible for receiving, documenting, and reconciling fuel deliveries.

e. The Contractor shall also be responsible for maintaining all DDOT-provided fuel storage and dispensing equipment, and battery electric charging equipment according to industry standards and manufacturer’s recommendations.

C.5.2.5 Exclusive Use

The Contractor shall not enter into an agreement with any other party for use of equipment dedicated to this service without the approval of DDOT.

C.5.2.6 Spare Ratio

DDOT will provide the Contractor with a fleet that has a spare ratio of at least twenty (20) percent, relative to existing service. It is the Contractor’s responsibility to ensure an adequate fleet spare ratio is maintained (safe operating condition) and available to meet all pull-out requirements and maintain a spare ratio of at least twenty (20) percent.

C.5.2.7 Potential Expansion of the Bus Fleet

DDOT reserves the right to increase the bus fleet by up to fifteen (15) buses per year during the term of the Contract. DDOT will notify the Contractor within ninety (90) days prior to expansion of the fleet. Notification will be issued by a change to the contract. Notice from DDOT will include notice of whether the Contractor shall be responsible for the provision of additional vehicles.

C.5.2.8 Facilities

DDOT provides operations and maintenance facilities at facilities at (1) Hains Point in East Potomac Park, (2) 2750 South Capitol Street SE near Joint Base Anacostia-Bolling, and (3) at a 2-acre to-be-determined site in the District where the Contractor shall provide operations and maintenance services (collectively “DDOT Bus Facilities”). The Contractor may use these facilities. The DDOT Bus Facilities are offered to the Contractor on an “as-is” basis with no planned additions, repairs, or modifications intended by DDOT. All garage shop equipment, tools, and office furnishings, shall be provided by the Contractor. Tools and spare parts purchased by DDOT for New Flyer and Proterra buses will also be housed in the DDOT Bus Facilities. The New Flyer and Proterra bus equipment, tools, and spare parts are property of DDOT. Although the Contractor will be able to use this equipment to maintain DDOT buses, financial restitution shall be made at the end of the contract period to reimburse DDOT for these parts and equipment. A list of equipment provided by DDOT and Proterra for the Electric
Vehicles will be provided upon Notice To Proceed. The Contractor shall be required to supply all additional equipment and tools required for electric and diesel vehicle operation and maintenance.

   a. Notwithstanding the foregoing Hains Point in East Potomac Park has the capacity to store up to fifteen (15) buses with an additional three (3) buses in maintenance stations. The Contractor may be required to make minimal repairs and maintaining the DDOT Bus Facilities in good repair, ordinary wear and tear excepted. In the event that DDOT request repairs these cost shall be eligible for reimbursement as a Reimbursable Cost.

   b. The DDOT Bus Facilities and all activities performed at the DDOT Bus Facilities, including vehicle maintenance, shall comply with all federal, state, and local safety requirements and laws including but not limited to fire codes, building codes, OSHA requirements, ADA requirements, and environmental regulations. The Contractor shall ensure that each facility is operational during required hours to support service on inclement weather days. The Contractor shall be responsible for all utilities associated with all operations and maintenance facilities, including electricity and water at Hains Point. DDOT is responsible for the cost of the electricity required for charging the Proterra buses

C.5.2.9 Warranties

The Contractor shall be responsible for effective administration and management of the warranty program for DDOT vehicles including all systems, facilities, and components. The Contractor will seek manufacturer certification as needed to allow it to perform warranty repairs on the manufacturer’s behalf. In instances where the Contractor believes the certification of its own personnel is not cost effective, the Contractor shall manage the warranty program with other certified vendors. Responsibilities include tracking warranty status (monitor, record, and schedule) and requirements, effective identification of warranty and non-warranty work, and optimization of warranty periods. The warranty administration database shall be integrated with the management system and shall have the ability to track warranty coverage (start and end dates) for each vehicle component throughout the life of each bus regardless of whether the component was installed by the bus manufacturer or as a replacement part afterwards. Payments and adjustments for warranty work performed by the Contractor shall be made by manufacturers directly to the Contractor as compensation for cost incurred. DDOT will have no responsibility for payment of warranty claims denied, in part or full. Warranty-related issues, problems, concerns, etc. will not relieve the Contractor of any obligations under this contract. The Contractor shall assure that all appropriate maintenance personnel receive adequate training on warranty procedures for the DDOT Vehicles and Contractor Vehicles and all systems, components, and subcomponents thereof and for the equipment.

C.5.2.10 Warranty Requirements

The Contractor shall adhere to all warranty requirements as cited by the OEM for each Revenue
Vehicle. In the event that the OEM of the bus, the engine, transmission or other component cites a warranty violation and voids the warranty, the Contractor shall notify DDOT immediately (the same day as the receipt of notice and no later than one (1) business day after receipt of notice). If the Contractor is late or fails to adhere to manufacturer-recommended preventive maintenance schedules or violated bus or parts warranties. The Contractor shall be responsible for all costs associated with any repairs that would have been covered by the manufacturer’s warranty but for Contractor actions, or failure to act, which violated the manufacturer’s warranty.

At the expiration of the Contract, the Contractor may be assessed the apportioned cost of the lost value of the warrantee over the remaining term of the original warranty period, less the Contractor covered repairs to that vehicle or component to extend its utility.

C.5.2.11 Claims

The Contractor shall be responsible for documenting, filing, and executing all warranty claims with the appropriate OEMs. The Contractor must ensure that all revenue Vehicle manufacturer warranty work complies with necessary warranty requirements. Contractor shall track all warranty work including parts and labor, and submit claims for reimbursement to the manufacturer/supplier (OEM). The Contractor shall be responsible for defending claims and diligently pursuing claims that are denied. DDOT may review Vehicle and warranty records to ensure warranty claims are being properly recorded, submitted, and defended. The Contractor shall provide a copy of the documents requested in this section to DDOT upon request.

C.5.3 CUSTOMER SERVICE

The Contractor is required to support DDOT’s information and customer service programs, and Contractor personnel are required to provide courteous and helpful service to riders and the public.

C.5.3.1 Relaying Information to Passengers

Contractor personnel shall be knowledgeable about all aspects of the DC Circulator service. Contractor personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding service. To comply with ADA provisions, bus Operators are required to announce major intersections and transfer points on all buses, in the event annunciators are not available or in working order on a DDOT vehicle.

a. All Operators must receive customer service training, as described in Section C.5.5, outlining DDOT’s customer service policies, including but not limited to the stroller policy, mobility-impaired passenger assistance, bicycle policy, language policy and special National Mall Route training.

b. The Contractor shall assign operations personnel stationed in the Operations Command Center to regularly update customer service information online via social media and the DC Circulator website; this includes but is not limited to: route detours, schedule changes, and weather delays. The Contractor shall make special
arrangements to support the service with additional personnel pending inclement weather.

C.5.3.2 Public Comments/Complaints

The minimum service standard for the Contractor’s initial response to a complaint is 24 hours. Any customer service-related software, other than Zendesk (already supplied by DDOT), shall be supplied by the Contractor. The Contractor shall be responsible for coordinating the return of lost items to customers. Any software used for tracking lost and found item shall be supplied by the Contractor. The Contractor shall work with DDOT to understand the Zendesk system, the established DC Circulator customer service management database.

C.5.3.3 Passengers Assistance

When operating buses equipped with wheelchair ramps, the Operators shall assist mobility-impaired passengers, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. Operators shall assist mobility-impaired passengers by operating the wheelchair ramp to allow boarding onto the vehicle. Additionally, the Operators shall assist mobility-impaired passengers to a secure position on the vehicle while boarding, or while alighting the vehicle. The Operator shall not be required to perform any other type of assistance, other than as specified above, if it necessitates leaving the driving position. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside.

C.5.3.4 Responding to Inquiries/Complaints

As part of the Customer Service Standard Operating Procedures, the Contractor shall establish appropriate methods for investigating, resolving, and responding to public inquiries and complaints. No commitment shall be made by the Contractor or Contractor employees to change the service or procedures without the prior written consent of DDOT. All passenger general information inquiries shall be answered immediately. This includes, but is not limited to, questions about scheduling and trip planning. All passenger complaints shall be addressed and resolved by the Contractor within five (5) business days. All inquiries and complaint resolutions shall be documented and available for review by DDOT.

C.5.4 MARKETING AND ADVERTISING

The Contractor shall coordinate with DDOT’s communications contractor in all marketing and advertising activities, and shall ensure that any labor conducted in the installation and removal of all interior and exterior signage and decals, including rider alerts, newsletters, and bus scheduling information comes at no additional expense to DDOT. The Contractor may not use the DDOT or DC Circulator name or logo without DDOT’s prior written consent.

C.5.4.1 Advertising on Vehicles
DDOT will provide marketing, public relations, and advertising services. DDOT’s decisions on all matters relating to advertising will be final. Advertising on the exterior of DDOT and Contractor Vehicles is prohibited unless prior written consent is obtained from DDOT, and the terms and conditions of any such advertising shall also be subject to prior written approval by DDOT. The Contractor shall cooperate with third parties designated by DDOT and provide access to DDOT Revenue Vehicles so that third parties can install and remove advertising.

The Contractor shall not utilize or permit to be utilized any loudspeaker, video, or other device for the purpose of such advertising or other communication other than as agreed or requested by DDOT. For vehicles with infotainment systems, the Contractor shall be required to update system content as request by DDOT. All content will be supplied by DDOT.

C.5.4.2 Marketing/Public Relations

The Contractor shall review, upon DDOT’s request, marketing activities and shall provide comments and recommendations within five (5) days of request. DDOT will expect the Contractor to provide printing services and assist in delivering and posting printed materials at a time designated by DDOT. Payment for printing services will be provided through the cost reimbursable. DDOT will provide information regarding new programs and services in advance of their rollout to the public. The Contractor shall, in turn, brief/train its frontline personnel in advance of rollout to the public. The Contractor’s frontline personnel shall be able to respond to basic inquiries about such service information and programs, and provide direction on how to obtain program details.

C.5.4.3 Brochures and Customer Information Notices

As required by DDOT, the Contractor shall make printed materials available on all Revenue Vehicles used for the provision of the service and shall be responsible for printing, storage, and inventory, as well as the removal of date-sensitive information. Specifically, the Contractor shall be responsible for ensuring there is an adequate supply of brochures onboard each DDOT Vehicle for the period of time designated by DDOT; that DDOT generated customer information notices are properly distributed to passengers and posted in visible locations in each vehicle, as directed by DDOT; that all customer service information is used solely for the intended purpose of providing information to passengers and not for other purposes.; and that expired materials shall be removed on DDOT’s stated removal date. The Contractor shall be required to post detour and stop closure notices when there are service changes. The Contractor shall place these notices at stops at least twenty-four (24) hours prior to the service change and removed on DDOT’s stated removal date.

C.5.4.4 Bus Promotions

The Contractor shall provide such Revenue Vehicles and Operators as DDOT may from time-to-time require for promotional appearances, events, photographs, etc. These events shall be reimbursed at the revenue hour rate.

C.5.4.5 Media Relations
All communications with the media shall be the sole responsibility of DDOT. The Contractor and its employees shall not engage the media as a spokesperson for DDOT or the DC Circulator. In addition, the Contractor and its employees shall not speak on behalf of DDOT in any online forum or social media site, at official public meetings, or to members of the press. The Contractor shall limit its public engagement with customers to answering customer questions onboard DDOT Revenue Vehicles, at bus stops, or as part of its official customer comment system. The Contractor shall immediately refer to DDOT all inquiries not typical to customer service.

C.5.4.6 Bus Stop Pole and Flag Fabrication and Maintenance

The Contractor shall ensure all bus stops have proper signage as designated by DDOT. The maintenance and fabrication of flags, poles or other Circulator-specific signage by the Contractor shall be conducted on an as-needed basis as requested by DDOT. Within five (5) days of notification regarding a missing flag, pole, or other Circulator-specific signage, the Contractor shall replace the missing or damaged flag, or pole. Any procurements related to bus stop pole and flag fabrication and maintenance shall be conducted as reimbursable purchases as described in G.6 Reimbursable Costs, as a “Customer service enhancements” category item. The Contractor is not responsible for maintaining bus shelters. The Contractor shall coordinate with DDOT for any shared WMATA stop and with the Advertising Vendor for any stops issues involving a bus shelter.

C.5.4.7 Charter Services

The Contractor shall not operate the Revenue Vehicles for hire or subcontract for use as charter vehicles, except as expressly approved in advance by DDOT in writing.

C.5.4.8 Endorsement Policy

The Contractor and its subcontractors may not use DDOT or DC Circulator’s name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, sales collateral, or other activity (e.g. a safety campaign) unless specifically authorized in writing by DDOT. This does not prohibit the Contractor from using DDOT as a reference in responding to a request for proposals or other procurement solicitation, provided that the Contractor shall coordinate all requests for references with DDOT.

C.5.5 EMPLOYEE STRUCTURE AND POLICIES

Ten days after award and not less than thirty (30) business days prior to initiating service, the Contractor shall submit to DDOT a general staffing plan, to including but not limited to, an organizational chart, staffing matrix, and Key Personnel resumes. The number, qualifications, experience, and class, craft, or position of the personnel provided shall, at a minimum, be in accordance with the staffing plan submitted by the Contractor in its proposal, as subsequently approved by DDOT. The Contractor agrees to make appropriate modifications to the staffing plan (e.g., by increasing the number of employees or changing the mix of employee positions or...
classes), as necessary to meet changing demands of the service over the Contract term (e.g., by increasing the number of employees or changing the mix of employee positions or classes). Any such modifications in the staffing plan shall be submitted by the Contractor to DDOT for its review and approval.

C.5.5.1 Key Personnel

DDOT expects the Contractor to provide and retain the best individuals in their field to fill Key Personnel positions under this Contract. All Key Personnel positions are managerial by nature and require monitoring of personnel performance and review functions. All of the Contractor’s Key Personnel shall dedicate 100 percent of their working time to providing services for DDOT under this Contract. DDOT, at the Contractor’s written request, may provide written approval for a deviation to this 100 percent time allocation work requirement of Key Personnel. If DDOT approves a deviation to the time dedication level of any Key Personnel or approves a consolidation of any Key Personnel positions, DDOT reserves the right to make appropriate adjustments to the Contractor’s fixed monthly fee. DDOT may reverse or modify any such approval at any time.

a. The Contractor shall not, without prior written notice and approval by DDOT, remove, combine, or reassign any Key Personnel identified in the proposal, or appoint any new individual to any Key Personnel position (whether in temporary or permanent capacity), at any time during the Contract term. The Contractor shall ensure all Key Personnel shall perform the functions as described in their respective position description and that additional work shall not be added or that the work shall not be changed unless DDOT approves such changes. In all instances, DDOT reserves the right to approve prospective candidates and require in person meetings with prospective candidates. DDOT also reserves the right to require the Contractor to add or to eliminate Key Personnel positions.

b. The Contractor must notify DDOT of any unplanned or extended absences or vacancies in Key Personnel positions and must fill Key Personnel vacancies temporarily within five (5) business days and permanently replace Key Personnel vacancies with candidates approved by DDOT within 45 calendar days. Key Personnel are subject to removal by the Contractor at DDOT’s reasonable discretion. DDOT will request any removals in writing.

c. Thee Contractor shall provide the following Key Personnel for management:

i. General Manager

ii. Assistant General Manager of Operations

iii. Assistant General Manager of Maintenance

iv. Assistant General Manager of Safety and Training
v. Assistant General Manager of Administrative Services

C.5.5.2 General Manager

The Contractor shall designate a General Manager who shall oversee the proper operation of services and overall performance of work. The General Manager shall dedicate 100 percent of their working time to providing services for DDOT and the DC Circulator under the Contract. To ensure the efficient management of the service, it is imperative that the General Manager be responsive to DDOT and timely on deliverables. The General Manager directs the operations of DC Circulator Contractor personnel, and delegates tasks to ensure all personnel are performing the functional responsibilities of this Contract. This includes communication and coordination with personnel to implement a comprehensive approach to problem solving. The General Manager must also organize and conduct activities related to reviewing and monitoring the DC Circulator service to ensure safe, cost-effective operating performance. The General Manager shall work full time on-site a minimum of five (5) business days per week as well as organize formal weekly meetings with DDOT. The Contractor shall develop, for these meetings, an agenda and a methodology to track issues and resolutions. The General Manager shall be available at DDOT’s request to attend meetings and make presentations to stakeholders and advisory groups. The office of the General Manager shall be at DDOT’s Operations and Maintenance Facility.

a) Responsibilities: For the purposes of inquiry, coordination and resolution, the General Manager shall be responsible for, but not limited to, the following issues:
   i. Scheduling all regularly assigned Contractor personnel and Revenue Vehicles and arranging the assignment of relief Operators and Revenue Vehicles;
   ii. Enforcement of ridership procedures and policies;
   iii. Enforcement of fare collection procedures and policies;
   iv. Selection, supervision, training and disciplining of personnel;
   v. Working with any organized labor union and participating in negotiations;
   vi. Implementation and execution of Revenue Vehicle repairs and maintenance;
   vii. Monitoring and supervising all aspects of operation and administration for which the Contractor is responsible under this Contract;
   viii. Representing the Contractor as the Contractor’s point of contact for dealings with the public;
   ix. Addressing operational problems and reporting such matters to DDOT;
   x. Attending regularly scheduled meetings and others as requested by DDOT;
   xi. Being present on-site from at least one-half hour before the first Operator reports for duty until the last Operator checks in. Responsibility can be shared with other supervisory personnel;
   xii. Ensuring all Key Personnel are on site of the Operations and Maintenance Facility for a minimum of two (2) weeks prior to and one week following a major service change or major Operator reassignments, in order to ensure smooth operations, and;
   xiii. Directly supervising the Assistant General Managers.

b) Qualifications: The General Manager shall demonstrate competency in all aspects of the services covered by this Contract, including experience managing in a customer-focused fixed route public transit environment. The General Manager must demonstrate
knowledge of contract management as well as a general knowledge of public transit issues, policies, and procedures. DDOT reserves the right to review the credentials and/or interview candidates prior to hiring.

c) The General Manager shall have at least five (5) years of verifiable experience in fixed route transit operations management, report writing, and budget management. At a minimum, the General Manager shall have a bachelor’s degree in accounting, business administration, information technology, public policy, statistics, transportation planning, or a related field from an accredited college or university, but this may be substituted with five (5) additional years of fixed route transportation experience. The individual must also demonstrate a high level of customer service and employee commitment. Waiving any requirements for this position is at DDOT’s discretion.

C.5.5.3 Assistant General Manager of Operations

The Contractor shall designate an Assistant General Manager of Operations to serve as the daily liaison between local management teams and the General Manager to ensure the development and implementation of driver assignments, oversee dispatch of fixed route transit, implement a progressive discipline policy to motivate personnel, and monitor operations. The office of the Assistant General Manager of Operations shall be at DDOT’s Operations and Maintenance Facility.

a) Responsibilities: The Assistant General Manager of Operations shall be accountable for, but not limited to, the following:

i. Monitoring and reviewing daily system performance and quality assurance functions for service operations;
ii. On-time performance, productivity and service;
iii. Personnel performance for revenue operations;
iv. Bus Operations Control Center (BCC) and dispatching;
v. Street Supervisors;
vi. Route performance;
vii. Bus tracking, such as NextBus, Clever Devices, or equivalent;
viii. Accurate Operator log-on to fareboxes;
i. Customer Fare Management;
x. Operator schedules;
x. Operator picks;
xii. Deadhead turnsheets;
xiii. Coordinating with DDOT DC Circulator monitors for service issues and improvements;
xiv. Coordinating with DDOT updates to Standard Operating Procedures;
xv. Data management and analysis, including farebox data;
xvi. NTD and transit asset management (TAM) data;
xvii. Performance metrics;
xviii. Investigation, response, and reporting of customer issues;
xix. Installation and distribution of DC Circulator marketing materials, including maps, brochures, and advertisements; and,
xx. Being present on-site from at least one-half hour before the first Operator reports for duty until the last Operator checks in. Responsibility can be shared with other supervisory personnel.

b) Qualifications: The Assistant General Manager of Operations shall demonstrate the knowledge, skills, and abilities necessary to observe, document, and evaluate fixed route public transit operations. This includes identifying problems that affect service, and developing and implementing effective solutions to complex operational and technical problems. The holder of this position must have the demonstrated ability to interpret and analyze data, as well as the ability to prepare and present comprehensive technical reports and briefings.

i. Additional qualifications include the ability to use a personal computer for word processing, spreadsheet analysis, database management, presentation graphics, and relevant standard software applications. The ability to multi-task, prioritize work, and collaborate effectively under pressure is a must.

ii. The Assistant General Manager of Operations shall have at least three (3) years of experience in the operations functions of a transit organization and exhibit the ability to oversee the safe and efficient operation of daily service.

iii. At a minimum, the Assistant General Manager of Operations shall have a bachelor’s degree from an accredited college or university, but this may be substituted with five (5) additional years of fixed route transportation experience. Waiving any requirements for this position is at DDOT’s discretion.

C.5.5.4 Assistant General Manager of Maintenance

The Contractor shall designate an Assistant General Manager of Maintenance to maintain the DDOT fleet and DDOT Bus Facilities, maximizing useful life by ensuring proper maintenance pursuant to all OEM and DDOT standards of safety, operation, state of good repair, and appearance. The primary responsibility of this role shall be to manage and document the ongoing development, implementation, and oversight of the Maintenance Program. This includes establishing applicable policies and procedures that equip maintenance and operational personnel with the necessary resources to resolve problems that occur. The office of the Assistant General Manager of Maintenance shall be at DDOT’s Operations and Maintenance Facility.

a. Responsibilities: The Assistant General Manager of Maintenance shall be accountable for, but not limited to, the following:

   i. Maintenance personnel performance for fleet maintenance;
   ii. Recruitment and screening for maintenance personnel;
   iii. Personnel training and certifications;
   iv. Fleet maintenance, including Preventive Maintenance Schedules;
   v. Fleet and Facility Inspections;
   vi. Fleet parts;
   vii. Installation of marketing materials and ads;
viii. Fare collection and reporting equipment maintenance;
ix. Clever Devices technology maintenance;
x. Headsigns;
xi. Use of electronic maintenance management software/electronic vehicle inspection reporting system;
xii. On board communications and security equipment maintenance;
xiii. Movement monitoring video technology maintenance;
xiv. Other intelligent transportation systems (ITS) maintenance;
xv. Documentation of all maintenance activities concerning District-owned equipment;
xvi. Provision of on-line access by the DDOT to documentation of maintenance activities;
xvii. Support to DDOT and designated independent third party maintenance auditors;
xviii. Vehicle licensing and registration;
xix. Vehicle inspections;
x. Compliance with all local, state, and federal environmental laws; and,
xx. Tracking and sustaining vehicle warranties, to include recalls.

b. Qualifications: The Assistant General Manager of Maintenance shall exhibit thorough knowledge of mechanical maintenance and repair methods and practices necessary to ensure safe and effective operation of the DDOT fleet and its DDOT Bus Facilities. It should be noted that training/expertise with electric propulsion shall be required. DDOT prefers a manager who has ASE Master Technician certifications and is proficient using the management software selected by the Contractor.

i. The Assistant General Manager of Maintenance shall have at least three (3) years of comprehensive experience in fleet maintenance management and a combination of ten (10) years of general vehicle maintenance experience.

ii. Formal education beyond high school is desirable and may be a substitution for a portion of the experience requirement. Waiving any requirements for this position is at DDOT’s discretion.

C.5.5.5 Assistant General Manager of Safety and Training

The Contractor shall designate an Assistant General Manager of Safety and Training to oversee the safe operation of all DC Circulator service, DDOT equipment, and DDOT Bus Facilities and the effective training of the Contractor’s personnel. The primary responsibility of this role shall be to ensure Operators are thoroughly trained in all service aspects prior to operating a bus in revenue service by themselves. The Assistant General Manager of Safety and Training shall also assist DDOT in developing, monitoring, and updating the DDOT Disaster/Major Incident Emergency Response and Recovery Plan. The Assistant General Manager of Training and Safety shall serve as the Contractor’s liaison to local authorities that support safety, emergency preparedness, and coordination. This role shall be the designated safety officer and emergency coordinator, leading emergency training and ensuring that the Contractor’s team is equipped to respond to the needs of the community in the event of an emergency. The office of the Assistant
General Manager of Safety and Training shall be located at shall be at DDOT’s Operations and Maintenance Facility.

a. Responsibilities: The Assistant General Manager of Safety and Training shall be accountable for, but not limited to, the following:

i. Creation and maintenance of overall safety culture at DDOT Bus Facilities;
ii. Collision and incident investigation, response and reporting in compliance with NTD Safety and Security requirements to DDOT;
iii. Develop and implement customer service training customized to DDOT’s customer relations system for all relevant Contractor employees;
iv. Incident safety, security, and training;
v. Coordination of training with the AGM for Operations and Maintenance in training schedule and curriculum;
vi. Training documentation for employees, as required;
vii. Awards for safe driving;
viii. Regularly scheduled safety meetings with maintenance and operations personnel, and fleet Operators;
ix. Preparation and compliance with all state and federal regulatory audits;
x. Provide vehicle training to first responders on New Flyer buses;
xi. Coordinate vehicle training to first responders on Proterra buses, with training provided by Proterra;
xii. Administer FTA Drug and Alcohol Prevention Program;
xiii. Designated employee representative for DDOT’s Drug and Alcohol Program;
xiv. Conduct required tests associated with DDOT’s Disaster/Major Incident Emergency Response and Recovery Plan; and,
xv. Comply with all FTA required reporting associated with DDOT’s Disaster/Major Incident Emergency Response and Recovery Plan.

b. Qualifications: The Assistant General Manager of Safety and Training shall have at least two (2) years of previous passenger transportation experience focusing on safety, knowledge of local training program and operations, and familiarity with the service area. Demonstrated knowledge of state and federal regulations, Contractor safety programs and policies, and the ability to communicate effectively with all departments is necessary. At a minimum, the Assistant General Manager of Safety and Training shall have a bachelor’s degree from an accredited college or university, but this may be substituted with five (5) additional years of safety and training experience. Waiving any requirements for this position is at DDOT’s discretion.

C.5.5.6 Assistant General Manager of Administrative Services

The Contractor shall designate an Assistant General Manager of Administrative Services to oversee the execution of all administrative procedures and the contractor’s budget. The primary responsibility shall be to monitor and support the support and administrative managerial positions. The office of the Assistant General Manager of Administrative Services shall be located at DDOT’s Operations and Maintenance Facility.
a. Responsibilities: The Assistant General Manager of Administrative Services shall be accountable for, but not limited to, the following:

i. Preparation of reports and invoices as required under this proposal;
ii. NTD-related Surveys and Reports;
iii. Administration of operating records and reports;
iv. Coordination with DDOT on Customer satisfaction;
v. Addressing passenger complaints and reporting such matters to DDOT;
vi. Coordination with ITS services;
vii. Ensure recruitment, selection, and orientation of all new employees follows the procedures and policies outlined in this section;
viii. Manage employee relations, payroll, and benefits; and,
ix. Coordinate with the AGM of Safety and Training to ensure all new hires are trained correctly.

b. Qualifications: The Assistant General Manager of Administrative Services shall demonstrate the knowledge, skills, and abilities necessary to research, analyze, and execute a full range of activities including human resources, preparation of reports, budget analysis, and customer service.

i. Additional qualifications include the ability to use a personal computer for word processing, spreadsheet analysis, database management, presentation graphics, and relevant standard software applications. The ability to multi-task, prioritize work, and collaborate effectively under pressure is a must.

ii. The Assistant General Manager of Operations shall have at least three (3) years of experience in the administrative phases of a transit organization. At a minimum, the Assistant General Manager of Administrative Services shall have a bachelor’s degree from an accredited college or university, but may be substituted with five (5) additional years of fixed route transportation experience. Waiving any requirements for this position is at DDOT’s discretion.

C.5.5.7 Additional Staffing Requirements

The Contractor shall be the employer of record and fact of all additional personnel employed. DDOT shall have no contractual relationship with the Contractor Employees. DDOT reserves the right to audit personnel’s qualification files either by DDOT personnel or a third-party Contractor to ensure compliance with the listed requirements.

C.5.5.8 Support and Administrative Managerial Positions

The Contractor shall provide and retain a complement of support and administrative managerial personnel necessary to allow Key Personnel to effectively manage the Contract in a forward-thinking, hands-on, and proactive manner and to respond to problems that arise in a timely, thorough way.
a. DDOT recognizes these roles can be combined and delegated in a number of ways. At the same time, DDOT recognizes that having dedicated personnel in each role is important to achieving high quality results and consistency. Toward that end, the Contractor must provide prior written approval for a lesser time dedication for all support and administrative managerial positions. If DDOT approves a variance to the time dedication level of any support and administrative managerial staff or a consolidation of any these positions, DDOT reserves the right to reverse or modify any such approval at any time.

b. These positions shall include and cover the scope of, but are not limited, to the following positions:

i. Dispatch Manager
ii. Human Resources Manager
iii. Finance Administrator/Clerk
iv. Data and IT Manager
v. Facility Site Manager
vi. Parts Clerk
vii. Marketing and Customer Service Manager

c. The Contractor shall develop and implement a program to ensure that all on-site managers become intimately familiar with DDOT services, policies, and procedures so that clear, consistent, and comprehensive training and management is provided. Such training is critical both at the outset of the Contract and throughout the Contractor’s tenure.

C.5.5.9 Street Supervisors

Supervisors are critical to making sure service on the street and on the facility properties are provided in the safe, timely, and otherwise professional manner required by DDOT. Supervisory personnel shall be responsible for ensuring effective daily communication with vehicle Operators, continually monitoring service, and making proactive adjustments to maximize On-Time Performance and productivity.

a. Supervisors shall have a high school diploma and a minimum of one (1) year experience in coaching and motivating personnel, executing a progressive discipline policy as required, and responding to operational concerns.

b. DDOT will require one-yard supervisor at each Operating Base site at least 30 minutes prior to first scheduled pull-out until the last bus pulls in. The Contractor’s staffing plan shall include the number of supervisors that will be maintained throughout this contract.

c. Training Requirements: The Contractors shall provide at least 40 hours of training for supervisors to include collision investigation and reporting, headway adherence, emergency procedures, safety, ADA accessibility operations, and customer service. Supervisors shall complete the National Transit Institute’s (NTI) Fundamentals of
Transit Supervision course. Annual refresher training of at least four (4) hours shall be required for all supervisors.

C.5.5.10 Dispatchers

Dispatchers ensure all routes are filled as assigned and bus Operators are provided with timely instructions and responses to requests for operation information throughout the day. Dispatchers are responsible for working directly with vehicle Operators to help maintain schedules and resolve service issues, for completing daily reports, and for managing emergency situations. Dispatchers should have at least five (5) years of professional driving experience, a minimum of one (1) year of experience in dispatching, street supervision, or scheduling, and meet all bus Operator hiring requirements, including checking driver’s license records initially and at least every six (6) months thereafter. Hired employees for such positions shall receive in-depth training specific to these critical positions such that they can support, guide, and discipline Operators and provide management feedback to ensure top-quality service.

C.5.5.11 Vehicle Operators

Operators are responsible for providing safe, reliable, and efficient travel for passengers on the DC Circulator. Vehicle Operators will drive one of several different transit buses within a daily assigned schedule, perform pre/post trip inspections, stop at designated points to load and unload passengers, assist mobility-impaired passengers, notify dispatchers of any vehicle or passenger incident, respond to passenger inquiries, operate on-board computer fareboxes and destination signs, and ensure fares are deposited into the far box.

a. Qualifications: An Operator assigned by the Contractor to this Contract shall meet or exceed the following minimum standards:

i. Be at least twenty-one (21) years of age;
ii. Possess a Commercial Driver’s License (CDL) with all necessary endorsements to permit the Operator to operate the Vehicles in the District of Columbia and Virginia;
iii. Have a safe driving record with no more than two (2) moving violations or at-fault collisions within the past three (3) years, and no more than one (1) moving violation in the previous 12 months;
iv. Have a safe driving record with no DUI conviction during the past ten (10) years, as verified by a third party multi-state record check and no felony convictions for violent crimes;
v. If license has ever been suspended, applicant must have two (2) full years with no violations;
vi. Be able to speak, read, write, and understand standard English and possess the capability to perform simple mathematical functions;
vii. Have completed high school graduation requirements or received comparable certification;
viii. Be able to understand DC Circulator’s fare structure;
ix. Have the ability to reply to passenger queries and have a willingness to address
those queries and other customer service functions in a positive manner, especially those of, but not limited to, visitors unfamiliar with the area, the elderly, and the disabled. Be sensitive to customer service needs and handle complaints and problems as required;

x. Be in good physical condition and pass a standard USDOT physical examination and a drug/alcohol screening test;

xi. Provide an employment history, which is verifiable through reference checks to include a background check of the individual Operator;

xii. Provide required proof of U.S. citizenship or legal immigration status; and,

xiii. Familiarity with the District of Columbia street network as well as DC Circulator routes and service area is preferred.

b. The Contractor shall conduct pre-employment Department of Motor Vehicle (DMV) checks of all personnel, independent contractors, or subcontractor employees hired to operate vehicles in revenue service. Fifteen year criminal background and employment checks are to be completed as part of the pre-employment process. These findings shall be available to DDOT upon request. Criminal convictions are reviewed on a case by case basis and the job relatedness shall be determined by the Contractor.

c. The Contractor shall check Operators’ DMV records at least every six (6) months for collisions, tickets for vehicle code violations, and review for valid drivers’ licenses. The Contractor shall notify DDOT of the results of such checks and the corrective actions taken, if any. Additionally, the Contractor shall ensure that each Operator submits to a medical examination every two years (or more frequently if required statutorily) in order to have a valid USDOT medical card.

d. Training Requirements: The Contractor shall provide and implement training, safety testing and supervision of each Operator (more fully described in the Contractor’s Standard Operating Procedures approved by DDOT) as required to ensure provision of high quality service. The contractor shall submit a Training Plan and Curriculum and an Operator’s Handbook ten (10) business days after the award of the Contract and not less than thirty (30) business days prior to initiating service. A synopsis of the Contractor’s training plan must be included in the response to this RFP. No vehicle Operator shall be allowed into the Contractor’s training program without a complete background check, as specified in this Contract.

e. Prior to operating revenue service, instruction provided shall consist of a minimum 80 hours of initial Operator training and shall include, but not be limited to, the following areas:
i. Defensive Driving (“Smith System” defensive driving program or proposed equal);

ii. Emergency First-Aid/CPR;

iii. Vehicle maneuverability, safety, and security features;

iv. Basic vehicle mechanical and maintenance knowledge to communicate deficiencies;

v. Driving techniques to improve ride quality and passenger comfort;

vi. Passenger Assistance Techniques;

vii. Customer service techniques, including sensitivity and conflict resolution training, and proactive hospitality;

viii. Fares and the use of the farebox, media, and equipment;

ix. Service and route operation, including headway adherence, destination signs, stop announcements, and map reading;

x. DC Circulator service area orientation and familiarization on routes and local amenities, as well as Metrorail and Metrobus interface with the DC Circulator service;

xi. Orientation to the contract requirements and incentives for Operators;

xii. ADA accessibility operation and training including but not limited to wheelchair ramp operation, mobility device securement, service animals, and other accessibility equipment;

xiii. Handling emergencies, evacuation and adverse weather;

xiv. Uniform requirements; and,

xv. Laws and regulations including Occupational Safety and Health Administration (OSHA) standards.

f. All Operators shall be required to complete all training and one week of on-board training prior to transporting passengers. Operators shall not be permitted in revenue service until they have satisfactorily completed all required training and have demonstrated their understanding of their responsibilities. A waiver of some or all the training requirements will be permitted for all current drivers who have been trained, as described above, and in service for six consecutive months. DDOT strongly encourages the hiring of current experienced drivers.
g. The Contractor shall provide each Operator with written instructions, guidelines and rules and regulations regarding all training subject areas and the provision of services and revenue service under this Contract (Operator’s Handbook). The Contractor shall continuously monitor Operator performance and shall conduct at least 16 hours of additional training for each Operator each year to ensure retention of skills and Operator performance.

h. Additional Training Requirements: Performing ongoing training to ensure Operators remain safe and knowledgeable shall be an essential component of the Contractor’s training program. The Contractor shall provide and complete supplemental training, evaluations, and certifications in the following areas:

i. As needed, following a preventable collision, incidents that can be corroborated, and patterns of incidents whether they are corroborated or not that signify unsatisfactory performance;

ii. Pre-Trip and Post Trip inspections;

iii. Changes in service, fares, and operating environment, including distribution and adequate explanation of materials updating other documents pertaining to Operators;

iv. Assignment changes;

v. As needed following performance lapses, such as getting lost and failing to follow Standard Operating Procedures; and,

vi. As needed refresher training to maintain First Aid and CPR certification.

C.5.5.12 Safety Personnel

Safety personnel ensure compliance with federal, state, and local regulations. Safety personnel should make safety and customer service their top priority. Personnel should conduct driver training and retraining, maintain personnel records and substance abuse files, and assist the safety and training manager in whatever capacity needed.

a. To be considered for safety personnel positions, candidates must have previous bus Operator and/or supervisory/dispatching/training experience, and meet all bus Operator hiring requirements, including checking driver license records at least every six (6) months.

b. Additionally, training personnel shall receive bus Operator training. At least two (2) members of the Contractor’s safety personnel should successfully complete the National Transit Institute’s System Security Awareness for Transit Employees (Train the Trainer) course. Equivalent alternatives may be proposed.
c. First Aid/CPR: The Contractor shall be responsible for providing, either directly with certified and otherwise qualified employees or via a certified and otherwise qualified subcontractor, first aid and CPR training and refresher training for all Operators, supervisors/dispatchers, and safety/training personnel, plus any other DDOT and Contractor personnel desiring certification. The Contractor shall maintain certification records for all trained individuals and ensure refresher training is provided prior to certification expiration.

C.5.5.13 Training Personnel

Thorough training provided by instructors who know how to teach and evaluate students is essential if Operators are to be well-versed in their job on day one. To be considered for training personnel positions, candidates must have previous bus Operator and/or supervisory/dispatching/training experience, and meet all bus Operator hiring requirements, including checking driver license records at least every six (6) months. Additionally, training personnel shall receive bus Operator training. Training personnel shall electronically document training completed by personnel and students. At least two (2) members of the Contractor’s training personnel shall successfully complete the Transportation Safety Institute (TSI) Instructors Course in Bus Operator Training or the NTI Transit Trainers’ Workshop. Equivalent alternatives may be proposed.

C.5.5.14 Maintenance Personnel

DDOT takes great pride in its fleet and places great emphasis on ensuring vehicles are maintained to the highest standard to provide a long life of quality service. The Contractor shall employ technicians, fuelers, shop and bus service attendants (cleaners), parts managers, and other personnel to perform maintenance and otherwise service DDOT vehicles in accordance with all applicable local, state and federal regulations and the manufacturer’s recommendations. DDOT reserves the right to approve or reject a sub-contract relationship for the maintenance of its equipment. If the Contractor wishes to provide maintenance via subcontract, DDOT will require evidence of the maintenance subcontractor’s capability and experience with transit vehicles.

a. All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Contractor’s maintenance personnel must be fully knowledgeable in engines, transmissions, wheelchair ramps, HVAC systems, diagnostic procedures, electrical systems, electronic equipment (fareboxes, signs, communications, video, etc.), and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit. Training/expertise in hybrid-electric and battery-electric propulsion shall also be required.

b. Qualifications: The maintenance crew shall have the expertise to organize the fleet to ensure the correct bus type is ready for the scheduled pull-outs.
c. At least 35 percent, with a goal of 50 percent, of all technicians shall have legally required certification (e.g., EPA 608/609) to work on DDOT’s current fleet.

d. Maintenance personnel shall be trained to proficiency on each of DDOT’s vehicles and subsystems prior to the start of service. The Contractor shall provide the training in the most effective way possible using its own training resources, the resources of third-party training providers, and by working with manufacturers to obtain necessary training for the maintenance crew. The training should include hands-on demonstrations, lab exercises, videos, written material, and training delivery that engage students in the learning process.

e. All maintenance personnel must have at least one ASE Transit certification and five (5) years’ experience on heavy duty trucks or buses. Alternatively, technicians may be graduates of a certified two (2) year technical/vocational institute specializing in heavy-duty truck and bus repair and have two (2) years’ experience with heavy duty trucks or buses. At least one-third of the technicians must be ASE Transit Master Certified. Non-ASE certified technicians may be hired with the expectation that they shall enroll in ASE training, and successfully pass associated assessment, within one (1) year of hire. The Contractor shall pay a differential for hiring technicians with Transit ASE certifications and will offer pay increases for each Transit ASE certification achieved. All ASE certifications must be kept current through ASE’s recertification program. In addition, all mechanics shall receive a minimum of 16 hours of technical/refresher training annually.

f. The Contractor shall provide semi-annual updates of all maintenance personnel certifications (legally required and ASE) and refresher training.

C.5.5.15 Uniforms and Appearance

The Contractor shall have a uniform policy that provides standardized, high quality, current style uniforms and replacement uniforms.

a. The design of said uniforms shall require approval by DDOT. The Contractor shall also provide other required uniform elements bearing the appropriate DDOT logo at no charge to its employees. All Contractor personnel shall wear reflective safety vests (or uniforms incorporating high visibility/reflective material) at all times when in secure areas of the yard and non-administrative sections of the garage; the Contractor shall also ensure that all other individuals in such areas are provided and wear such garments.

b. The Contractor shall ensure that its employees comply with the uniform policy. Employees shall wear name tags clearly displaying their names while performing their duties and shall display name plates in their Revenue Vehicles. Upon notice from DDOT concerning any conduct, demeanor, or appearance of any employee not
conforming to these requirements, the Contractor shall take all steps necessary to remove or alleviate the cause of the objection. Employees shall not wear uniforms while off duty.

C.5.5.16 Vehicle Operator Uniforms

The Contractor shall provide standardized summer and winter uniforms, including appropriate weather apparel, at no charge to each Operator. The uniforms must be of sufficient quantity and quality to maintain good grooming, be clean and neat, and shall be worn at all times that the Operator is in revenue service. The uniform shall not include the Contractor’s name, but should include the DC Circulator logo. The Contractor shall provide a sample of the uniform for DDOT’s approval prior to purchasing them. The Contractor shall permit the uniform to be accessorized for seasonal and promotional events as approved and/or directed by DDOT. The approved uniform shall include black shoes. Footwear must conform to USDOT requirements. Any Operator not wearing the approved uniform with the proper employee identification while on duty is prohibited from performing services under the terms of this Contract.

C.5.5.17 Vehicle Operator Kit

The vehicle Operator kit shall be in the Operator’s possession whenever in revenue service, and shall include:

a. Employee Identification Badge
b. All current published schedules for DC Circulator;
c. Incident/collision notification forms;
d. Defect cards;
e. Fare refund forms;
f. A pen/pencil;
g. Paper;
h. Tape;
i. Comment cards and complaint forms; and,
j. Other appropriate material as specified by DDOT.

C.5.5.18 Supervisor/Dispatcher and Trainer Uniforms

The uniform for supervisors/dispatchers and trainers shall clearly distinguish them as such, and identify them with the DC Circulator, not the Contractor. Uniforms must be approved by DDOT.

C.5.5.19 Appearance and Uniform Cleaning

At all times while performing their duties, Operators, supervisors, and trainers must maintain a clean and neat appearance, and must be in the approved uniform listed above. Each employee must also adhere to a code of personal grooming and hygiene established by the Contractor. The Contractor shall issue and enforce detailed uniform grooming and professional image guidelines,
and submit a sample copy as part of the Transition and Start-Up Plan deliverable.

C.5.5.20 Identification Badge

The Contractor shall supply, and each employee must visibly wear, a neck strap or clip-on identification badge bearing employee’s name, photograph and identification badge number. At all times that the Operator is providing work under the Contract he or she must also visibly display a Contractor supplied identification card identifying the Operator as a DC Circulator Operator, with name and picture. The Contractor’s name should not appear on the identification badge. Any Operator not wearing the approved uniform and identification badge while on duty is prohibited from performing services. The Contractor must control all identifying materials which are provided to employees, including the supply and maintenance of a badging machine; at minimum, the Contractor must require that all identification badge materials must be tendered by the employee upon termination.

C.5.5.21 Records and Files

Upon request of DDOT, the Contractor shall grant DDOT access to and copies of the records of any employee of either the Contractor or any subcontractors as specified in this Contract.

C.5.5.22 DMV and Background Checks

The Contractor shall conduct pre-employment DMV checks of all prospective employees, including all independent contractor or subcontractor employees hired for the services. The Contractor shall also conduct pre-employment criminal background checks on all prospective employees and shall not knowingly hire any individual with a felony conviction or other offense that makes such individual unsuitable for work on services under this Contract. All applicants must be able to produce a credible background history of at least three years, whether in the United States or elsewhere.

a. Under no condition shall an applicant be accepted for this Contract if their background history (including fingerprint checks) does not comply with DDOT requirements. One set of requirements applies to all individuals hired for safety sensitive positions, and the other for all other employees.

b. The Contractor shall check DMV records at least every 6 months for collisions, Vehicle code violations, and valid driver licenses of all employees whose jobs require them to operate DC Circulator Vehicles. The Contractor shall notify DDOT of the results of such checks and the corrective actions taken, if any.

c. Mayor’s Order 6-B417 (available online) shall be followed when making a determination of hiring a returning citizen.

C.5.5.23 Personnel Policies

As part of the Staffing Plan, the Contractor shall submit written personnel policies relating to
Contractor Employee and Operator qualifications, conduct, evaluation, and termination (Personnel Policies) ten (10) business days after the award of the contract and not less than thirty (30) days prior to initiating Service of the Contract. Employee policies include but are not limited to:

a. DDOT Orientation Program;

b. Attendance Policy;

c. Progressive Discipline Program;

d. Employee Grievance Policy;

e. Employee Assistance Program;

f. Employee Incentive Program; and,

g. Employee Review Program.

C.5.5.24 Additional Personnel Requirements

The Contractor shall provide all labor, administrative, professional, and supervisory personnel required to provide the contract services. All Contractor personnel shall be responsible for knowledge of the service system design. All employees of the Contract shall be under its sole discretion and control, and not employees or agents of DDOT. The Contractor shall supply competent and capable employees.

a. DDOT may require the Contractor to remove an employee from this project who DDOT deems careless, incompetent, insubordinate, unsafe, or otherwise objectionable and whose continued employment on DDOT’s property is not in the best interest of the agency. The Contractor shall be solely responsible for the satisfactory work performance of all its employees as described in this RFP or in any reasonable performance standard established by DDOT. The Contractor shall provide, administer, and maintain programs necessary to carry out human resources/employee relations functions as defined in the RFP.

b. The Contractor shall have programs in place to attract qualified and high caliber employees to the positions involved in this contract. Offerors are required to describe the personnel policies (including wages, benefits, working conditions, and promotion opportunities) in place to retain employees and minimize turnover in positions involved in this contract.

C.5.5.25 Safety Committee
The Contractor shall establish a safety committee and meet on a monthly basis to discuss such issues as hazards, collisions, unsafe practices, security issues, facility/yard concerns, training refreshers and program improvements, etc. DDOT will appoint a representative to be a member of this committee.

C.5.5.26 Manuals

Manuals, handbooks, etc. for this project shall be continually modified and updated by the Contractor per DDOT approval, to comply with new and/or changed policies and procedures.

C.5.6 VEHICLE MAINTENANCE

C.5.6.1 Contractor Responsibility

The Contractor shall maintain all Revenue Vehicles and assets required by this RFP in top condition and to DDOT’s satisfaction, so as to continually provide safe, dependable, high quality service. At a minimum, the Contractor shall maintain all equipment in conformance with the manufacturer’s specifications and recommendations, as well as local, state, and federal legal requirements, throughout the life of the Contract.

C.5.6.2 DDOT Responsibility

In no event will DDOT be required to repair, replace, or maintain any Revenue Vehicle. The Contractor shall be fully responsible for all repair and maintenance of all Revenue Vehicles during the term of the Contract, including timely replacement of buses damaged beyond repair, in a manner acceptable to DDOT. DDOT reserves the right, in its sole discretion, to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the Contractor, any Revenue Vehicle which DDOT deems Unfit for Service. DDOT will make this determination based on the presence of “A” level defects and/or the appearance and condition of the bus (interior and/or exterior). In the event that any Revenue Vehicle is rejected temporarily by DDOT as a result of deficient condition or appearance, the Contractor shall be subjected to relevant disincentives under C.5.10 Error! Reference source not found., until the condition is corrected by the Contractor. In the event that any Revenue Vehicle is rejected permanently by DDOT as a result of vehicle condition, the Contractor shall be responsible:

a. During the first half of such vehicle’s useful life, for the replacement cost of such vehicle (including on-board Equipment); and,

b. Thereafter, for the straight line depreciated value of such vehicle or the amount of any insurance proceeds received, whichever is greater.

C.5.6.3 Staffing Levels

At a minimum, the Contractor shall maintain a bus to technician ratio of less than 6.0:1 (fewer than 6 buses per technician). Technicians counted in this calculation shall not include any
management including shop foremen or lead technicians serving as foremen or supervisors, nor any personnel utilized for bus fueling, charging, or moving; buses counted in this calculation shall include both active and spare fleet vehicles. In addition to the AGM-Maintenance, the Contractor shall, at a minimum, ensure coverage of one shop foreman/lead technician per shift, utility technicians, fuelers, parts personnel, and administrative personnel. See the Contract section regarding training, certification, and experience.

C.5.6.4 Maintenance Management System

DDOT shall provide technical specifications for maintenance management systems to be acquired by the Contractor for this operation based on the ITS report.

C.5.6.5 Vehicles

The Revenue Vehicles allocated to the DC Circulator service are listed in Attachment J.A.13 DC Circulator Fleet. The fleet currently consists of New Flyer and Van Hool diesel and hybrid-electric diesel fuel vehicles and Proterra extended range battery-electric fuel vehicles.

C.5.6.6 Battery-Electric Vehicles

The Contractor shall be responsible for the safe, efficient, and effective operation, maintenance, and fueling/charging of DDOT Battery-Electric Vehicles. The Contractor shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and charging of all Battery-Electric Vehicles. In providing services under the Contract, the Contractor shall develop a Battery-Electric Vehicle Management Plan and comply with all its aspects. The Contractor’s Battery-Electric Vehicle Management Plan shall assure the safe, efficient, and effective operation, maintenance, and charging of the DDOT Battery-Electric Vehicles. A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT ten (10) days after award and not less than thirty (30) business days prior to initiating service. Required safety and maintenance activities shall be performed by certified technicians who shall be available on every shift. In addition, DDOT reserves the right to require additional training as may be appropriate and to direct the Contractor to coordinate and work with the DDOT Battery Electric Vehicle manufacturer on issues related to training (including first responder training), warranty, maintenance, charging, and operations. DDOT is responsible for battery replacements beyond useful life as long as OEM maintenance specifications have been followed and the battery is not damaged from negligence. DDOT reserves the right to use the reimbursable account for replacements outside of warranty.

C.5.6.7 Vehicle Maintenance Records

All maintenance records shall be complete and accurate, posted to permanent records within 48 hours of work order completion, and contain no falsification of timeliness or description of repairs conducted. The Contractor shall maintain a complete individual vehicle history of every Revenue Vehicle. The Contractor shall maintain an individual file for each of the Revenue Vehicles to include date of action, and all preventive and repair maintenance functions including
warranty work, inspections, parts, usage, unscheduled maintenance, fuel and oil usage, labor expended on each Revenue Vehicle, and any other pertinent maintenance data. Paper and electronic versions of these files shall be organized by Revenue Vehicle number. The Contractor is responsible for keeping the Revenue Vehicle file current throughout the term of the contract and shall make available complete copies of all Revenue Vehicle files to DDOT at the end of the contract or as requested. DDOT shall have immediate and unrestricted access to all Revenue Vehicle maintenance records online and during planned or unannounced visits or inspections of the DDOT Bus Facilities for the duration of the contract see Section C.5.9. regarding required reporting. The Contractor shall maintain records to document the following, but not limited to:

a. The completion of required inspections;

b. The timely execution of scheduled servicing, including cleaning;

c. Major repairs, replacement, and cost of Vehicle components categorized by diesel, hybrid-electric, and battery-electric vehicles;

d. Use of parts and components categorized by diesel, hybrid-electric, and battery-electric vehicles;

e. Unscheduled maintenance, ratio of scheduled and unscheduled maintenance categorized by diesel, hybrid-electric, and battery-electric vehicles;

f. Collision repairs and bodywork;

g. Warranty work and claims categorized by diesel, hybrid-electric, and battery-electric vehicles;

h. Fuel and oil and fluids consumption on a unit per Vehicle basis;

i. Electric propulsion energy consumption on a unit per Vehicle basis categorized by hybrid-electric and battery-electric vehicles;

j. Hybrid and Battery-Electric battery life;

k. Vehicle mileage and hours of operation; and

l. Tire and brake life categorized by diesel, hybrid-electric, and battery-electric vehicles.

C.5.6.8 Operator Vehicle Defect Records

All buses shall be equipped with an electronic vehicle inspection reporting (EVIR) system. Zonar
is the current EVIR system installed in DC Circulator Revenue Vehicles, but other electronic maintenance management systems may be proposed. The Contractor shall maintain records regarding any Revenue Vehicle defect that occurs as reported by Operators using its EVIR system. The Contractor shall be responsible for ensuring that the EVIR system data fully interfaces, in real-time, with the vehicle maintenance software system, including but not limited to, generating work orders, providing feedback to bus Operators regarding reported problems, etc. Pre- and post-trip inspections shall be performed using the EVIR system. Should an EVIR (or similar technology) unit not function correctly, bus Operators shall prepare a written pre-and post-trip inspection report. Any paper pre- and post-trip reports shall be kept on file and entered into the maintenance software system on a daily basis. Pre- and post-trip policies and procedures may change as a result of modified requirements by federal, state, or local agencies or if otherwise deemed necessary by DDOT. Any documentation that is written shall need to be saved as an electronic copy version in PDF format and added to the vehicle’s electronic maintenance records.

C.5.6.9 Inventory Requirements

DDOT will provide the Contractor with an initial inventory of Equipment, tools, spare parts, and other property to be used to provide services under this Contract. A list of this initial Equipment Inventory will be provided to the selected Contractor. The initial inventory may be added to by the Contractor, and the inventory list updated accordingly, during the Contract term.

a. The inventory list should be able to connect to DDOT’s asset management database. The Contractor shall maintain necessary inventory levels to ensure timely repair and upkeep of Revenue Vehicles/equipment. Cannibalization of parts from down vehicles shall not be permitted without the express written permission of DDOT.

b. The Contractor supplied parts inventory shall remain the property of the Contractor upon completion of the term of this Contract, with the option of selling the parts to DDOT. All parts inventory will be noted on an online inventory track list shared with DDOT. This list will be updated daily by the Contractor. When low on a particular part, the Contractor shall place an order immediately to ensure availability of necessary parts at all times. The Contractor shall submit a Parts and Warehousing Plan specific to the DDOT fleet for approval, including, at a minimum, loss prevention, shelf-life, a critical items e-list, and a list of spare parts and special tools the Contractor will have in inventory A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT ten (10) days after award and not less than thirty (30) business days prior to initiating Service.

c. DDOT will conduct a final parts inventory during the last month of the Contract term. If any property or Equipment is determined, on the basis of a comparison of the updated inventory list to the final inventory list, to be missing, damaged, otherwise unavailable for use, or in condition that is in excess of ordinary wear and tear, the Contractor shall be responsible for either replacing such property or Equipment or compensating DDOT for its replacement value. DDOT will determine which approach is preferred.

C.5.6.10 Preventive Maintenance
The Contractor shall develop, implement, and keep up-to-date (as new vehicles and components are added) a comprehensive maintenance program. This program will integrate a component-level Preventive Maintenance (PM) Program, inspection requirements, Original Equipment Manufacturer (OEM) maintenance and cleaning standards, and will be appropriately designed and maintained for each model of the Revenue Vehicles, assets and operating environment. The plan must maintain Revenue Vehicles and assets consistent with manufacturer’s maintenance requirements, DDOT’s requirements as defined in this Section, and all federal, state, and local, regulatory requirements and codes for preventive maintenance, repair, record-keeping, etc. The plan must also take into account the unique duty cycle and operating/environmental conditions under which the fleet will be operating. The Contractor’s PM program shall be revised on a continual basis, adding preventive maintenance actions needed as a result of defects found during regular inspections, third-party audit inspections, local conditions, and data generated by the Contractor.

a. The main objective of the PM inspection program is twofold:

i. To provide assurance that vehicles safely operate to the next scheduled service with minimal failures; and,

ii. To provide assurance that vehicle service life, appearance and cleanliness are maximized.

b. The Contractor shall be responsible for performing all corrective maintenance, defined as any maintenance required as a result of a failure or defect of a component or system in advance of scheduled replacement of the item. Corrective maintenance shall be performed in a timely manner to ensure fleet availability. The Contractor shall design and implement a preventive maintenance program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by the manufacturer. The goal of this is to prevent in-service failures through identification of milestones in a component’s life where inspection, servicing, and/or replacement are critical to maintain near-100 percent reliability of the component and its systems. Elements of the PM program shall include but are not limited to:

i. Daily pre- and post-pull-out safety inspections. The Contractor shall insure that pre- and post-trip vehicle inspections are performed as required by federal regulations. At a minimum, Operators shall conduct pre-trip inspections before the vehicle is dispatched to ensure full functionality to include but not limited to ADA equipment, signage and fareboxes. The Contractor will provide separate PM programs for the wheelchair ramp systems.

ii. Drivers shall also conduct post-trip inspections using its EVIR system, or if the EVIR unit does not function correctly, complete forms and provide copies to the Maintenance Manager.
iii. Daily servicing of fluid levels, tires, lights and minor mechanical problems. Brakes shall be checked weekly. The Contractor will have fluid samples taken at every scheduled PM interval and tested by a competent laboratory with the ability to make recommendations based on its findings. The Contractor will implement action based on the lab’s evaluation recommendations. At a minimum, tires will be replaced when tread depth is under 4/32” for front tires and 2/32” for rear tires. The PM program will incorporate a comprehensive brake analysis with emphasis on rod travel, brake lining measurements, brake chamber leaks, brake valve leaks, and other “A” defect items. See Section C.5.8.4. for discussion of Level “A” and Level “B” defects.

iv. Periodic mechanical and safety inspections by mechanics and supervisors as quality checks or repairs and maintenance conducted under the PM program. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems. Training shall be directed as needed to prevent recurring problems.

v. Interval related servicing shall be scheduled to reduce downtime and ensure maximum life and performance of vehicle components. Intervals should be at the recommended vehicle manufacturer’s specifications. As part of its maintenance program, the Contractor shall make clear its instructions to mechanics regarding repairs made during the scheduled PM inspections versus those that are deferred and rescheduled. At a minimum, all minor deferred repairs will be completed before or during the subsequent scheduled PM servicing interval. All Level “A” defects shall be repaired before the vehicle returns to revenue service. In addition, all maintenance work will conform to, but not be limited to, the requirements of the manufacturers’ warranties as well as federal, state, and local, regulatory requirements.

c. The Contractor shall be responsible for the required inspections of all Vehicles used for this project. The Contractor shall schedule and deliver the Vehicles to a certified inspection station as required.

d. A major vehicle mechanical condition inspection and assessment of all Vehicles shall be conducted annually by the Contractor.

e. The Contractor shall submit for DDOT’s approval a written Preventive Maintenance (PM) Policy and Program Manual specific for the DDOT fleet for DDOT’s approval ten (10) days after award and not less than thirty (30) business days prior to initiating Service. The Contractor shall provide separate PM programs for the Vehicle heating and air conditioning (HVAC) and other separate PM programs it feels would benefit DDOT. The preliminary plan shall address, at a minimum, proposed staffing (including work shifts and coverage levels by shift daily), operation, maintenance, safety, and regulatory requirements. The Contractor is required to provide the levels
of staffing and resources identified in their maintenance services proposal unless otherwise approved by DDOT.

C.5.6.11 Preventive Maintenance of Heating and Air Conditioning

The Contractor shall provide separate PM programs for vehicle heating and air conditioning, with provisions to inspect, maintain, and repair related systems in advance of the season to ensure equipment is fully functional before needed. Periodic inspection and servicing checklists will be developed that conform at least to manufactures’ most severe service recommendations, and generally accepted best industry practices.

a. The Contractor shall properly maintain operating HVAC systems on all Revenue Vehicles at all times, functioning in accordance with federal, state, and local regulatory requirements, including the use of refrigerant certified AC technicians. Depending on the month of operation, no Revenue Vehicle shall be permitted to enter revenue service without a properly functioning heating or air-conditioning system.

b. The Contractor shall be expected to make all reasonable efforts to change out a Revenue Vehicle that experiences a malfunctioning heating or air-conditioning system while in revenue service. Buses must be readied for the air conditioning season with the campaign completed on all Revenue Vehicles by April 1, and all vehicles shall be readied for the winter season by November 15, or when directed by DDOT.

c. During cool/cold service operation, the measured temperature anywhere within the interior of the bus shall not be less than 65 degrees Fahrenheit. During warm/hot service operation, the interior vehicle temperature shall be at least 20 degrees Fahrenheit cooler than the outside temperature. These standards pertain, minimally, to vehicles at the start of revenue service. Additionally, with the exception of “extreme conditions” (e.g., frequent boarding and alighting over an extended period; extended periods when doors are left open due to heavy passenger boarding or wheelchair boarding), HVAC systems will be maintained so that these standards are met throughout the provision of revenue service. Further, systems will be maintained such that even under extreme conditions, they are capable of rapidly returning the vehicle temperature to one that is compliant with these standards.

d. The Contractor is encouraged to provide any separate PM programs for Revenue Vehicles or specific subsystems it feels would benefit DDOT.

C.5.6.12 Consumables, Lubricants, Supplies

The Contractor shall use synthetic lubricants (if available) in the engines, transmission, differential, and hydraulic reservoirs of all Revenue Vehicles. The Contractor shall obtain DDOT’s advance approval of any synthetic lubricants it intends to use in the Revenue Vehicles and any changes in the DDOT-approved synthetic oil program. All synthetic fluids shall be in accordance with OEM recommendations and warranty provisions. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all revenue and non-Revenue Vehicles. The Contractor shall properly store and dispose of all materials, without limitation, required in the operation of the services under this Contract. The Contractor shall
implement an inventory management system to track usage and assist with ordering. The Contractor shall use replacement materials and equipment that are better or equal in quality and service than those available from and recommended by the OEM. The Contractor shall be required to provide and pay for all oil and other fluids, including their delivery and removal/recovery services as required by federal, state, and local codes. In the event that DDOT Bus Facilities include a waste oil recovery and storage system including certain storage tanks and delivery lines, the Contractor shall be required to properly maintain that system. Once installed, parts and other supplies which are ordered for the operation and maintenance of Revenue Vehicles will become DDOT assets. At the termination of the Contract, for whatever reason, the Contractor shall offer to sell the spare parts and supplies to the New Contractor for their fair market value or for such other price as may be negotiated by the parties.

C.5.6.13 Fluid Analysis

As part of its Maintenance/Fare Collection Standard Operating Procedure, the Contractor shall implement a DDOT approved fluid analysis program. At appropriate intervals, the Contractor shall retrieve samples of the required fluids and have the samples analyzed at a facility approved by DDOT, at the Contractor’s sole expense. The fluids covered by this program and the applicable requirements are as follows:

- a. Engine oil shall be analyzed as part of each preventive maintenance inspection where the engine oil is drained and replaced, and at each unscheduled oil change.

- b. Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule, and at a minimum shall be analyzed annually.

- c. Coolant, hydraulic, and differential fluid shall be analyzed at least annually.

C.5.6.14 Painting of Vehicles

DDOT has a distinctly painted fleet of buses. In order to maintain this distinction, the Contractor will paint and/or affix decals to any buses operated under this Contract in accordance with DDOT standards. The Contractor shall repaint or wrap, to DDOT’s satisfaction, any vehicle or section of a vehicle that, in DDOT’s opinion, can no longer be satisfactorily cleaned (e.g., the back of buses). Revenue Vehicles will be delivered with special paint or decaling scheme for DDOT service. It will be the Contractor’s responsibility to maintain the color scheme, with painting/decaling as needed, throughout the life of the contract.

C.5.6.15 Vehicle Cleaning

The Contractor shall be responsible to maintain in a clean condition all of the Revenue Vehicles, both interior and exterior, at all times used to meet the requirements of this Contract. The Contractor shall inspect the cleanliness of each Revenue Vehicle prior to the commencement of
each day of service and shall take all action necessary in order to cause such vehicle to be free from dirt, trash, body fluid (e.g., vomit, urine, blood), and/or debris prior to the commencement of each day. The Contractor shall be responsible for regular servicing and maintaining the cleanliness of all vehicles used in the provision of the service in order to provide a positive public image and high quality appearance. As Part of the Vehicle Cleanliness and Daily Washing Standard Operating Procedure, the Contractor shall describe the cleaning steps in terms of cleaning materials, equipment, and processes it will take to minimize paint fading, degradation of graphics, spotting of windows, and discoloration of all visible surfaces.

C.5.6.16 Servicing

On a daily basis, the Contractor will service each Revenue Vehicle used that day including, but not limited to, fueling, checking and topping-off fluid levels, and reading/recording hubodometers. It shall be the Contractor’s responsibility to maintain accurate vehicle life miles as hubodometers are replaced.

C.5.6.17 Vehicle Exteriors

Vehicle exteriors will be cared for as described below and further detailed in the relevant Standard Operating Procedures.

a. Daily – The exteriors will be washed every day that a bus is placed into service as part of the normal end-of-the day bus servicing routine so that buses are clean at the start of each day. The facilities provided by DDOT do not currently have a bus wash. Ten (10) business days after the award and not less than thirty (30) business days prior to initiating service, the Contractor will develop an SOP for Vehicle cleanliness which will address the daily washing of buses in an alternate way, which will be approved by DDOT. In situations where washing buses overnight is expected to result in icy conditions in or around the bus wash area, leading to unsafe driving conditions, the Contractor will modify the schedule such that washing occurs when such conditions are not present. Washing will only be suspended for successive days of rain, snow, or subfreezing temperatures with DDOT concurrence. Washing will be performed with appropriate cleaners and washing brushes so as to prevent exterior damage or wear of paint and decals. The Contractor shall provide a description of the bus washer it will use.

b. Weekly – The Contractor will hand and power wash, at least weekly, any areas not adequately cleaned by the daily bus washing, including wheels and rear of bus.

c. As needed – Wheels will be cleaned/polished as often as necessary to restore and maintain like-new appearance at all times.

C.5.6.18 Vehicle Interiors

Vehicle interiors for Revenue Vehicles will be cared for as described below and further detailed
in the relevant Standard Operating Procedures.

a. Daily – At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, dusted, spot-mopped, and windows cleaned once daily.

b. Weekly – Each vehicle shall be deep cleaned including, but not limited to, ceiling, walls, floors, seats, windows, Operators’ area and dashboard, ancillary equipment, and electronic equipment (farebox, MDT, radio, etc.). Vehicles shall be inspected for graffiti and minor damage.

c. Annually – At a minimum, the inside destination sign glass and inside of interior light fixtures shall be cleaned.

C.5.6.19 Pest and Odor Control

Revenue Vehicle will be kept free of insects or vermin and interiors will be kept free of noxious odors from cleaning products, pest control products, exhaust fumes, and other sources. The Contractor is expressly prohibited from using any pest control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and employees.

C.5.6.20 Graffiti

Contractor will remove all graffiti or other defacement from the exterior and interior of the Revenue Vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes into service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle will be taken out of service immediately after completing one round trip. If graffiti is etched or scratched into the surface of the glass, plastic, paint, etc., effected pieces must be replaced as soon as possible but in no instance longer than one week. Chemicals and other procedures used to remove graffiti shall not discolor or otherwise harm the surface from which the graffiti was removed.

C.5.6.21 Steam Cleaning

The undercarriage and drivetrain engine compartment shall be steam cleaned prior to each regularly-scheduled PM inspection to prevent buildup of grease, oil, road grime, etc., and to remove ice melting chemicals.

C.5.6.22 Engines and Transmissions

a. Except as provided in paragraph (2) below, DDOT will be responsible for the cost of the replacement and/or rebuild or overhaul of engines and transmissions on the Revenue Vehicles at the end of their useful life.

b. If the replacement, rebuild, or overhaul of an engine or transmission on a Revenue Vehicle is required (whether at the end of its useful life or otherwise) because of the Contractor’s failure to perform required preventive maintenance in accordance with
the Contract or because of other negligent acts or omissions by the Contractor, then
the Contractor shall be responsible for the full cost of such replacement, rebuild, or
overhaul, and shall not be eligible for any additional compensation therefore.

c. For purposes of this subsection, the term “useful life” means 300,000 miles, unless
DDOT determines, based on information from the Contractor and its own analysis,
that replacement, rebuild, and/or overhaul of an engine or transmission is necessary at
fewer miles or not necessary at the 300,000 mile mark.

C.5.6.23 Bus Engine/Powertrain Replacement

Warranty reimbursement for the replacement of components still under warranty will be the
responsibility of the Contractor. Component replacements and repairs for non-warranty items
will be the Contractor’s responsibility. All repairs and replacements shall be completed within
two weeks of failure or request for replacement, unless otherwise approved.
DDOT will pay only the cost of the replacement powertrain components themselves (i.e., engine,
transmission, and warranty) and will do so only under the following conditions:

a. The Contractor will furnish the labor for powertrain component replacement as an
integral part of the Contract cost. Unless otherwise specified by DDOT, the
Contractor will seek quotes for the components from factory-authorized dealers on a
competitive basis, that can be delivered in a timely manner, and include minimum
extended warranties of five (5) years/300,000 miles for engines and one (1)
year/25,000 miles for transmissions. The Contractor will provide appropriate bid
documentation, make all other necessary arrangements, and DDOT will issue a
purchase order to the vendor for the component and warranty acquisitions since
DDOT is the “purchaser.” DDOT will be responsible for establishing an account with
any new vendor.

b. The Contractor will also pay for all accessories, fluids, and parts (hoses, gaskets,
wiring, brackets, clamps, alternators, pumps, etc.) that need to be or should be
replaced at the same time that a component is being replaced plus any shipping and
core charges. When replacing engines, the Contractor will thoroughly clean and
repaint the engine bay.

c. DDOT’s payment responsibility for powertrain component replacement will be
limited to only those engines and transmissions that fail and have accumulated over
300,000 miles. Any repairs after 300,000 miles that do not require powertrain
component replacement (e.g., replacing heads, repairing a cylinder, etc.), will be the
Contractor’s responsibility. Should there be a dispute as to whether the component
can be or should be repaired rather than replaced, DDOT will make the
determination. At DDOT’s discretion, the Contractor will replace powertrain
components that have not yet failed (for example, DDOT may determine that it is in
its best interest to begin proactively replacing engines of buses purchased around the
same time in order to reduce the chances of multiple buses simultaneously requiring
engine replacements). If DDOT determines that a powertrain component cannot be adequately repaired and needs replacing prior to 300,000 miles, the Contractor will do so at no cost (neither parts nor labor) to DDOT.

d. Powertrain component replacements and repairs other than those listed above will be the Contractor’s responsibility. DDOT will not be responsible for supplying any additional spare/replacement vehicles due to powertrain or any other repairs/replacements and will not relieve the Contractor of any Contract responsibilities resulting from a shortage of vehicles.

C.5.6.24 Repairs

The Contractor will provide as required all general repairs to vehicles provided by this Contract. This includes, but is not limited to: replacing items that are or appear to be worn out (such as seat covers); replacing broken, scratched, chipped, and fogged glass; replacing damaged, broken, and missing parts, etc.

The Contractor shall keep an inventory of general repairs parts in stock (see Error! Reference source not found.) and have a list of subcontractors to conduct OEM approved repairs on respective engines, transmissions and HVAC components, and at least two (2) additional subcontractors on-call to conduct general repairs on vehicles in the event that the Contractor is understaffed and unable to meet fleet maintenance requirements.

Emergency Road Call service, including towing of disabled Vehicles and ancillary equipment needed to tow each bus type shall be the responsibility the Contractor. Towing shall be done in accordance to OEM recommendations.

C.5.6.25 Repair Standards

In conducting necessary repairs, the Contractor shall warrant that:

a. Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs;

b. The repairs have been conducted to the best available standards of quality; and OEM-approved parts have been used to effect the repairs.

C.5.6.26 Road Calls

In the event of a road call while a Revenue Vehicle is in service, the Contractor shall promptly dispatch a substitute Revenue Vehicle and call a tow truck (if appropriate). The maximum response time (i.e., the time between the notification of a trouble call until the arrival of a substitute Revenue Vehicle) shall be one hour. DDOT reserves the right to establish additional criteria regarding the reliability of the Contractor’s response in the event of breakdowns.

The Contractor shall remove any Revenue Vehicle disabled by a collision, mechanical problem, or any other reason, from the scene within two (2) hours after the first report or as soon as
possible following the completion of any investigation being performed by the responding law enforcement agency. If the Revenue Vehicle has experienced major damage and must be towed or otherwise transported, the full Revenue Vehicle must be covered by a tarpaulin or other means. The Contractor shall comply with all applicable state and local height restrictions in towing or otherwise removing Revenue Vehicles.

C.5.6.27 Mechanical and Body Repairs

Within three (3) days of learning of damage or the need for any repairs, the Contractor will complete or cause to have completed all repairs found necessary to maintain the function of all components and features of the Revenue Vehicles unless otherwise directed in writing by DDOT.

a. Body and frame repairs, inclusive of necessary painting, shall be done in accordance to OEM recommendations and industry standards, and shall be inspected and certified in writing as completed by the garage performing the work prior to returning the vehicle to Revenue Service.

b. Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to Revenue Service. Failure of safety related items on a vehicle while performing Revenue Service shall require immediate removal of the vehicle from Revenue Service for repair. These items shall include legally required lights, working brakes, door sensors, tire tread depth or condition or any other condition, mechanical or otherwise, that may have an effect on continued safe operation of a vehicle.

c. The Contractor shall be responsible for providing any towing services and equipment necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the vehicle, its structure or components. The Contractor shall notify DDOT anytime a vehicle in revenue service has been towed due to mechanical breakdown.

d. The Contractor shall maintain rust and corrosion protection according to OEM recommendations. At a minimum, the PM program must include procedures to renew any missing undercoating on a regular basis and a description of steps that will be taken to continually remove accumulation of road salts during winter months.

C.5.6.28 Vehicle Damage

Regardless of cause, the Contractor shall repair all vehicle damage throughout the performance of this Contract including but not limited to exterior, interior, structural, frame, and rust. DDOT does not tolerate any graffiti or other damage on the exterior or interior of its buses. This includes, but is not limited to marks made by ink or marker, scratches, stains, chips, dents, chipped, missing or bubbling paint, dirt or trash, gum and/or loose, broken or missing pieces. Any scratches of 1/4th inch or longer may be considered graffiti. Damaged or missing decals are
not acceptable. This applies to the full interior of the bus, including floors, walls, windows, ceilings, seats, doors, mirror and signs. It also applies to the full exterior of the bus, including sides, doors, windows, tires, and wheels.

a. Interiors: Must be clean and graffiti free. No torn, stained or dirty seats, dirty or damaged rear or side panels, loose handrails, loose screws, etc.

b. Decals: Damaged or missing decals are not acceptable.

c. Windows and window guards: Must be clean, spot and graffiti free. Windows must be fully operational.

d. Exteriors: Must be clean and free of all body damage, including tree scratches. Faded or torn bumpers and fender flares, excessive soap build-up, water spots, and damaged, faded, or missing decals are not acceptable.

e. The Contractor shall complete Major body damage repairs prior to return to service. Major body damage is any vehicle damage resulting in repair costs of $25,000 or more, or any other damage determined to be major at DDOT’s discretion. Major body damage shall be defined as any damage that would prevent a bus from entering revenue service, including any damage that could have also affected any one of the following:

   i. Suspension and steering system
   ii. Tires and/or wheels
   iii. Any drive train component
   iv. Any exhaust component
   v. Any windshield or passenger/driver glass
   vi. Windshield or windshield washer operation
   vii. Headlights, turn signals, or brake lights
   viii. Horn
   ix. Back up alarms or camera systems
   x. Wheelchair ramp or restraint system
   xi. Bus kneeling feature

f. The definition shall also include any damage that affects door opening and closing, creates a sharp edge or surface, causes a protrusion that extends original overall bus length and width, causes a fluid leak, or would cause the bus not to pass District DMV Inspection.

g. Major body damage shall be repaired before returning the vehicle to revenue service. Such repairs are not to exceed four (4) weeks out of revenue service. Any proposed exception must be presented to DDOT for approval.

h. Minor body damage is any vehicle damage resulting in repair costs of less than $25,000, or any damage that falls outside the scope of the major body damage definition. Minor body damage repairs shall be identified by DDOT as necessary and shall be repaired as soon as possible. Such repairs shall not exceed 2 weeks, after
notification to Contractor, subject to the availability of OEM parts when needed. Vehicles with minor body damage may be eligible to remain in revenue service, subject to approval by DDOT or other designated supervisory authority.

i. All repairs made relative to vehicle damage will be performed by competent personnel or on-call subcontractors capable of restoring the damaged vehicles back to OEM standards including, but not limited to, original configuration, appearance, and structural integrity. Damage is to be repaired using materials, workmanship, and design conforming to the best practices known in the transit industry. Fiberglass panels will be repaired with fiberglass resin and cloth. Functionally damaged, cracked, or corroded panels will be replaced; in instances where judgment is required to determine whether damaged components can be adequately repaired or replaced the Contractor will err on the side of replacement (e.g., a long and/or deep gouge along an external body panel).

j. Regardless of who performs the work, it will be the Contractor’s responsibility to ensure that repairs are performed in a compliant manner. Should it be determined by DDOT at any time during the Contract, or during transition to the subsequent contract, that any prior repairs were performed that did not meet DDOT’s criteria, the Contractor will be responsible for making or paying for re-repairs. In situations where DDOT determines the Contractor cannot make such repairs (e.g., the bus is being overhauled off site; damage is discovered during final inspection as part of subsequent contract transition), the Contractor will be responsible for the full cost of performing such work.

k. If the vehicles are damaged as a result of poor maintenance by the Contractor, DDOT may choose to have vehicle repairs and maintenance performed by a company of DDOT’s choosing and subsequently invoice the Contractor for the cost of repairs. This amount will be deducted from current monies owed to the Contractor and could also be considered as a failure to meet one or more of the performance standards as described in Section C.5.10.

C.5.6.29 Modification and Repair of Destination Signs

The Contractor shall be responsible for any required maintenance to ensure proper operation and constant display of all Revenue Vehicle destination signs. In the event of route changes that affect the destination sign readings, DDOT will notify the Contractor of changes in writing and the Contractor will revise the destination sign to reflect that change. The Contractor shall be responsible for equipment necessary to update these signs.

C.5.6.30 Variations and Original Equipment Manufacturer

No variation or Revenue Vehicle system modifications will be allowed without written authorization from DDOT. Only OEM parts and supplies may be used unless the Contractor submits a written request to DDOT, to include a configuration management plan and all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required Revenue Vehicle repairs, the Contractor shall ensure that all reassembly tasks are performed in such a manner that the Revenue Vehicle remains in the OEM
configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

C.5.6.31 Permit and Fee Structure

All Operators and vehicles operating in the District of Columbia are subject to State fees, which will be included in the Contractor’s base price. Other vehicle licensing fees from other governmental entities for vehicles operated in this service will also be paid for by the Contractor. All vehicles must have applicable vehicle permits. The Contractor must also have all applicable municipal and state business licenses.

C.5.6.32 Fines or Other Charges

The Contractor shall indemnify and hold DDOT harmless for any and all fines or other charges levied against the Vehicles while the Vehicles are used for this contract. The Contractor shall be responsible for all parking tickets, moving violations, and fees incurred in connection with the use of any Vehicle under the Contract. If the fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against DDOT, DDOT will notify the Contractor in writing of this fact and request they pay the fine. The Contractor will provide DDOT with a copy of the receipt of payment for the record. DDOT may opt to pay any fine or charge, so levied, assessed, charged, or imposed. In the event payment is made by DDOT, the Contractor will reimburse DDOT within seven (7) calendar days after receipt of an invoice and or the amount will be discounted from their monthly payment. Failure to make such reimbursement when due may, at the option of DDOT, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

C.5.6.33 Quality Assurance and Audits

DDOT will be entitled at all times to conduct inspections of any bus in order to determine compliance with the provisions hereof. In a “Spot Check Audit” the Contractor shall, upon request by DDOT, immediately remove from operation any bus which is determined by DDOT to not be in compliance herewith and will repair, clean, or take any other actions reasonably requested by DDOT in order to cause such bus to be in compliance. These audits will be conducted by inspectors on staff and maintenance oversight support from DDOT. Nothing in this provision or in any inspection or approval by DDOT of any bus will relieve the Contractor of its obligation to maintain and operate each bus in strict compliance with the provisions hereof. A “Quarterly Audit” will take place in coordination with the Contractor to ensure that maintenance practices are overseen and effectively enforced by the Contractor. DDOT will hire an independent third party auditor to conduct the audit and inform DDOT and the Operator of its findings and all defects that need to be addressed. See Section C.5.8 for additional audit requirements.

C.5.6.34 New Vehicles

In the event of acquiring new Revenue Vehicles, DDOT and the Contractor shall make arrangements as necessary for Vehicle delivery and to schedule inspections and document the
condition of the Vehicles prior to initiation of Revenue Services.
The Contractor will provide input in the selection process for new vehicles as requested by DDOT, with DDOT retaining the exclusive right to decide, ultimately, what will be purchased. The Contractor will ensure that maintenance personnel are thoroughly trained/certified on all new vehicles and equipment prior to delivery so that reliance on outside assistance from manufacturers is minimized. DDOT will hire a qualified firm to perform line inspections during the vehicle assembly and testing process; the Contractor will review reports and raise any concerns it has in a timely manner. The Contractor will work with the manufacturer to deliver the buses, thoroughly inspect new buses upon delivery to DDOT, document any problems, submit claims, and make repairs in a timely manner per the processes outlined in vehicle purchase agreements, and accept the vehicles on DDOT’s behalf for entry into revenue service when all safety and reliability defects have been corrected.
The Contractor will be responsible for tasks necessary to ready the vehicle for entry into the fleet including, but not limited to: attaching license plates, inputting vehicle information into computer systems, affixing RFID tags (to allow entry to the bus yard), installing Movement Monitoring Video Technology (for example, DriveCam) and arranging for service; equipping the vehicle with a compact first aid kit (the Contractor will replenish or replace first aid kits as needed) and other work, as needed.

C.5.6.35 Modifications to Vehicles

The Contractor will not modify Revenue Vehicles without express consent and approval of a configuration management plan from DDOT. DDOT may elect to modify its vehicles and will do so in consultation with the Contractor.

C.5.6.36 Miscellaneous Work

The Contractor shall provide labor for miscellaneous maintenance-related activities on Revenue Vehicles as may be necessary, such as installing new brochure holders, relocating fareboxes, changing seat spacing, etc. The Contractor is also responsible for installing new equipment or transferring existing equipment from old vehicles into new ones, including, but not limited to, radios, fareboxes, MDTs, hardware for the EVIR system, DVRs, information displays, etc. In the event of route or other changes that affect the destination sign readings, DDOT will modify the programming media (cards, thumb drives, etc.) and provide them to the Contractor to modify each vehicle; the Contractor will also copy, laminate, and post replacement destination sign code sheets in the Operator’s area. Updates will be made within two weeks, unless otherwise specified by DDOT.

C.5.6.37 Readying Vehicles for Sale

In the event that a DDOT Revenue Vehicle is determined by DDOT to be eligible for sale, the Contractor shall be responsible for decommissioning the vehicle, including removal of names, logos, decals, and DDOT-specific information. All license plates and any equipment DDOT does not intend to sell with the bus shall be removed. If the Contractor chooses to lease tires, the Contractor shall find scrap tire replacements for the vehicle so that it can be in sale-ready condition. The Contractor shall keep maintenance records, descriptions of each vehicle, and
written warranty information available to DDOT upon request.
In the event that the vehicle is being sold as a “Running Bus,” the Contractor shall ensure that the vehicle is drivable and has no safety defects or significant body damage. Running Buses for sale should have been recently removed from the active fleet and maintained as required. At DDOT’s discretion, the Contractor shall also ensure that vehicles will be thoroughly cleaned (inside, outside, and engine area steam-cleaned) and otherwise cosmetically restored such that they appear as well-maintained as they were through the bus’s life. All parts belonging on the bus will remain on the bus and will not be “cannibalized” (i.e., removed or swapped with another bus).
Additionally, the Contractor shall accommodate vehicle previews and sales. Unless otherwise agreed-to by DDOT, all buses will be in sale-ready condition within two (2) weeks of their last in-service date.

C.5.6.38 Overhaul Program

The Contractor shall submit an Overhaul Program to DDOT for review and approval within the first year of the Contract. The program should ensure that buses kept the longest are returned to like-new condition for service beyond mid-life. The ultimate responsibility for maintaining the bus fleet is the Contractor’s, and DDOT, or its agent, has the final determination as to whether the Contractor or the overhaul contractor is responsible for disputed work.

The overhaul program does not need to be priced into bids. Please see Section G.4.3 for overhaul program reimbursable account.
DDOT may perform an overhaul on their vehicles, at approximately mid-life. This program will be conducted at DDOT’s discretion, is subject to availability of funds, and does not relieve the Contractor of performing expected maintenance.

C.5.7 FACILITIES MAINTENANCE

The Contractor shall use DDOT’s Bus Facilities for cleaning, servicing, and maintenance of vehicles, and will maintain non-DDOT-owned facilities and its equipment (currently Hains Point and a 2-acre to-be-determined site). The District of Columbia will perform routine maintenance on maintenance and storage facilities, but not on specialized transit equipment. Major maintenance on DDOT-owned facilities may be completed through the reimbursable expense account, as detailed in G.6 Reimbursable Costs. Maintenance done due to negligence will be the responsibility of the Contractor.
The Contractor shall be provided with the plans and shall develop a Maintenance Program and procedures to accommodate the facilities. The Contractor will have the use of DDOT installed equipment, which must be used in accordance with the manufacturer’s instructions and may not be modified without approval. The Contractor and/or its employees are responsible to provide hand tools. Work performed on DDOT Bus Facilities shall be subject to the provisions of this Contract.
The Contractor shall use the DDOT Bus Facilities solely for the purposes of operating service and maintaining vehicles and equipment under the Contract. The Contractor’s right to use the DDOT Bus Facilities may not be transferred or assigned.
The Contractor shall be deemed to have a revocable license to use the DDOT Bus Facilities during the term of the Contract. This right shall not be construed as creating a lease (express or
implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property.

C.5.7.1 Facilities Maintenance Responsibilities

The Contractor shall use the DDOT Bus Facilities for cleaning, servicing and maintenance of all vehicles and shall maintain the DDOT Bus Facilities and their equipment. The Contractor is responsible for maintaining all of DDOT Bus Facilities and systems in good working order, providing or otherwise arranging for preventive maintenance service and repair, as specified by manufacturers or is otherwise usual and customary for each specific element in accordance with regulations or as determined by DDOT. The Contractor will have the use of DDOT installed shop equipment, which shall be used in accordance with manufacturer’s instructions and may not be modified without approval. The Contractor and/or its employees are responsible to provide hand tools. All maintenance, repair, and replacement, including parts, supplies, and equipment/tools, to all aspects of the facility in the Contractor’s areas, including but not limited to: custodial, HVAC, plumbing, pest control (beyond what DDOT offers on a monthly basis), electrical, landscaping, structures including walls (interior and exterior), ceiling, lighting, flooring, carpeting, (routine maintenance, repairs, and inspections), tiling, fixtures including door hardware, sinks, faucets, shower heads, floor drains and covers, toilets and stalls, urinals, seals, laminate installation, and any other systems, structures, fixtures, and devices contained within the Contractor’s areas, will be the Contractor’s responsibility. Contractor shall keep the outside areas where goods, materials, excess property, or other items are stowed, neat, organized and clean so as not to detract from the facility appearance. DDOT will provide to Contractor an inventory of systems, equipment, etc. of the DDOT Bus Facilities upon Notice to Proceed.

a. Any repair, maintenance and, or improvement to the DDOT Bus Facilities made by the Contractor caused by Contractor or subcontractor employees, whether accidental or otherwise, will be consistent with current building hardware, original equipment manufacturer or architectural design, unless otherwise authorized by DDOT. The Contractor shall submit all plans for repairs to DDOT Bus Facilities to DDOT for review and approval prior to initiating repair of replacement (the “Work”) of DDOT Bus Facilities. The Contractor shall be responsible for obtaining all permits and licenses required to complete the Work. All contracts, purchasing, or other activities required for the Work will be initiated and completed by the Contractor only after approved by DDOT. Contractor agrees to release DDOT from any and all claims or liability to the extent arising out of the neglect or intentionally wrongful act, in the performance of, or in connection with, the Work. Any repairs outside of warranties required to any facilities/systems, or equipment related to the maintenance of the vehicles will be completed and paid for by the Contractor. DDOT will not allow any unintended use of any facilities to occur that may void outstanding warranties.

b. The Contractor shall submit to DDOT for approval not less than thirty (30) business days prior to initiating service an Operations and Maintenance Plan for the DDOT Bus Facilities outlining standards to be applied for maintenance operations, including meeting applicable safety requirements and regulations, addressing collisions and lost time for maintenance employees, and the maintenance and security of the building, landscaping,
and grounds. In addition, the Contractor shall keep complete and up-to-date records including, but not limited to, all maintenance, repairs, replacements, work requests, work orders, receipts, backup documentation, etc. The Contractor will also enter into the program warranty terms, preventive maintenance programs, maintenance/repair manuals, etc.

c. The Contractor shall maintain the DDOT Bus Facilities in a clean and orderly condition at all times during the Contract term, and shall conduct all maintenance, repair, and cleaning of the DDOT Bus Facilities at its sole expense and in compliance with the terms of the Facility Maintenance Manual and its approved Facility Maintenance Plan. The Contractor shall return the DDOT Bus Facilities to DDOT upon the termination of the Contract, or on an earlier date if applicable, in a condition that meets the standards set forth in this Contract. The Contractor shall not make any structural modifications to the DDOT Bus Facilities without DDOT’s prior written consent.

C.5.7.2 Inspections and Repairs

DDOT will have the right but not the obligation, upon giving the Contractor reasonable notice of DDOT’s election to do so, to make repairs or perform maintenance or replacements on behalf of and for the account of Contractor. The Contractor shall, upon demand, pay to DDOT the cost and expenses incurred by DDOT’s performance on behalf of Contractor. DDOT will have the right to conduct an annual inspection of the DDOT Bus Facilities and audit to ensure the Contractor is properly maintaining the DDOT Bus Facilities.

C.5.7.3 Contractor Facility Programs

The Contractor shall be responsible for implementation and maintenance of facility programs within their domain including, but not limited to:

a. Health and safety

b. Safety Data Sheets (SDS)

c. District of Columbia Underground Storage Tank (UST) Regulations and Amendments, including Operator training requirements

d. Purchase and maintenance of required OSHA materials, such as first aid kits, eye wash stations, etc.

e. Development of Global Harmonizing System

f. Purchase and maintenance of an automated electronic defibrillator (AED) located on the main floor of the administration building beside the elevator. The Contractor shall be also responsible for performing monthly checks and contracting with a certified vendor to perform periodic checks to ensure equipment remains in working order and supplies are fresh.
g. First Aid, CPR, and AED Training

h. First Responder (on-scene incident – HAZMAT, fuel spills, etc.)

i. Fire Bill (evacuation procedures, pull boxes and alarms, fire extinguisher locations)

j. Preventive maintenance and repair

k. Others as mandated by regulations commensurate with facility operation and maintenance responsibilities

l. All licensing, certifications, and training within these areas will be initiated and maintained in accordance with current regulations by the Contractor with copies being provided to DDOT.

C.5.7.4 Annual Fire/Safety Inspection/Fuel Storage Permit

A scheduled or unscheduled District of Columbia fire and safety inspection will be conducted by the fire marshal to ensure that the DDOT Bus Facilities are operating within existing regulations. This will include but is not limited to fuel storage tanks, fire extinguishers, and proper storage of gases and chemicals. Based on the results of this inspection, a facility permit will be issued or correctable violations cited. The Contractor will bear the cost of this permit. Any violations will cause the Contractor to take corrective action within the specified time period and reschedule an inspection for those violations cited, so that a permit can be issued. A copy of inspection reports, cited violations, and permits will be forwarded to DDOT immediately upon receipt. The Contractor will provide for annual inspection of all fire extinguishers under their control or ownership and forward a copy of such to DDOT’s Facilities Management upon completion. The fire main will be kept clear of any and all materials. Backflows, steam cleaning pit, and bus wash will be maintained by the Contractor and inspected annually as required by the District of Columbia. Reports of such inspections will be forwarded to DDOT upon completion.

C.5.7.5 Oil Water Separators

The oil water separators, garage and bus wash, will be cleaned by a qualified firm, with waste being removed and disposed of in accordance with current regulations and manufacturer’s recommended preventive maintenance guidelines. The firm will provide the Contractor certified dump slips attesting to disposal procedures. The Contractor, as required by regulations, will keep these on file and update the facility/asset management database accordingly.

C.5.7.6 Hazardous/Non-Hazardous Materials

During the Contract term, the Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced or utilized at the DDOT Bus Facilities and shall comply with all applicable Federal, State, and local laws, regulations and
requirements.

a. Hazardous (HAZMAT) or non-hazardous (non-HAZMAT) waste (e.g., sludge collected from the oil water separator or steam cleaning pit on a daily, weekly, or bi-weekly basis) will be stored in an appropriate container with proper labeling (e.g., date and disposal contractor). Disposal of materials will occur as soon as practicable by a qualified firm in accordance with regulations. The firm will provide the Contractor certified dump slips attesting to disposal procedures. The Contractor, as required by regulations, will keep these on file and update the facility/asset management database accordingly.

b. The Contractor will not be responsible for pre-existing hazardous materials (those in existence on or before the Commencement Date) at the DDOT Bus Facilities: provided that the Contractor shall be responsible for any negligent handling, use, or disposal of such pre-existing hazardous materials. The Contractor may conduct a Phase I (and if necessary a Phase II) environmental site assessment of the DDOT Bus Facilities prior to taking occupancy, at their sole cost and expense.

c. The term “hazardous materials” includes flammable, explosive, or radioactive materials, chemicals, hazardous wastes, toxic wastes or materials, any petroleum products or derivatives deemed hazardous by Federal, State, or local law, and any other material or substance defined as a “hazardous substance,” “hazardous waste,” or “hazardous material” under applicable Federal or State statute or regulation.

d. The Contractor shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this contract. This includes but is not limited to Resource Conservation Recovery Act, The Clean Water Act, The Clean Air Act, The Oil Pollution Act, and The National Oil and Hazardous Substance Pollution Contingency Plan. The Contractor also shall comply with all applicable Occupational Safety and Hazard Administration requirements. Failure to do so may result in the immediate suspension of the Contract or the termination of the contract. The Contractor shall reimburse District for cleanup or repair of damages required to be made by DDOT personnel or Contractor in conjunction with the violation of this section.

e. The Contractor shall ensure that no spillage of contaminants, fuels, chemicals, or other potentially hazardous substances, or damage from vehicles or equipment, occurs on DDOT property.

f. In the event of any action or occurrence during the performance of the site activities that causes or threatens a release of a hazardous materials into the environment, or that constitutes an emergency situation, or that may present an immediate threat to public health or welfare or the environment, the Contractor shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify Circe Torruellas, the DDOT point of contact at (202) 671-2847 or via email circe.torruellas@dc.gov. In such case, contingency measures will be implemented as provided in the SOPs. The Contractor shall promptly report all spills occurring on DDOT property, as well as to any other Federal or local government agencies as required by law (National Response Center, DOEE) during normal business
g. To report hazardous spills call 911. After the spill is under control, contact District’s Homeland Security and Emergency Management Agency at 202 727-6161 and DOE-EHWP at 202 671-3308. For more information contact one of the following inspectors: Barbara Williams (Branch Chief) - 202.654.6031 Barbara.Williams@dc.gov; Victoria North - 202.535.1909 Victoria.North@dc.gov; Lawrence Williams - 202.535.2298 Lawrence.Williams3@dc.gov; Stanley Tam - 202.671.5120 Stanley.Tam@dc.gov.

h. The Contractor shall require its subcontractors be responsible for any hazardous material cleanup because of spills from equipment or work activity. Hazardous material debris shall be removed from the DDOT property to an approved landfill for hazardous materials.

C.5.7.7 Storage Areas

The Contractor, for safe storage of antifreeze, oil, batteries, etc., will provide yard trailer and/or storage sheds approved for material contents. Explosion proof storage with self-closing doors will be provided (e.g., batteries) where necessary as required by regulations. Site location for these on DDOT property will be as approved by DDOT. All stored items placed in these containers will be listed on the outside, and will be the responsibility of the Contractor. The container is not meant for storage of flammable or combustible materials, solids or liquids. Maintenance, repair, or replacement of this container, as well as provision of spill containment devices, is the responsibility of the Contractor. Storage of all items or materials must be within the facilities design, as approved by regulatory agencies, and be reviewed and approved by DDOT. The Contractor shall provide separate storage for metal parts, brake drums, metal drums, air filters, worn out parts without cores, gases (including propane, oxygen, acetylene), etc., as well as separate storage for fully empty containers. All metal parts or containers, oil filters, cans, etc. will not be deposited in the regularly provided DDOT dumpster.

C.5.7.8 Bus Wash Recycle Tank

The bus wash, including all structures (interior and exterior), plumbing, electrical, oil water separator, etc., and the bus washer itself, will be maintained by the Contractor in their entirety. Preventive maintenance and repairs will be conducted in accordance with manufacturer’s specifications. The bus wash recycle tank will have approved disinfectant added on at least a weekly basis and after each pump-out of the recycle system. Pump-out will occur at least monthly and more often if necessary.

C.5.7.9 Stormwater Management System (SWMS)

The Contractor shall be responsible for the proper maintenance and repair of the SWMS portion located within the bus yard proper of non-DDOT owned facilities including sand filters, water
detention cell, associated inlets, outlets, connecting drainage system pipes, and curbing/gutters. The Contractor shall be required to maintain the stormwater filtration system. All caulking for sand filter concrete will be repaired by the Contractor as deterioration occurs. The Contractor shall be responsible for related documentation, permits, pollution prevention plans, and management plans.

C.5.7.10 Snow Removal

The Contractor shall be responsible for timely pre-treatment and continual snow and ice removal and treatment to ensure safe driving and walking conditions; minimal, if any, impact on bus service operations; and clear employee, customer, and other parking areas, drives, etc. Concrete areas of each facility will be treated with a non-corrosive material (e.g., potassium chloride). Salt or other forms of ice melt will be dispersed in a manner that will prevent burning DDOT plants, trees, or other shrubbery. Sand will not be spread in or near entranceways to the building that may cause damage or advanced deterioration of finished flooring or carpeting. For the snow, removal will be conducted so as to affect the minimum amount of parking space. Plowed snow will not be placed on shrubs, plants, or trees, etc., where the weight will break or cause other damage. The Contractor shall ensure snow/ice removal operations are monitored and conducted properly. The Contractor shall be responsible for damage incurred during the snow removal/ice treatment processes and shall be directly responsible for the repairs of such damages or any additional services required due to improper services as determined by DDOT.

C.5.7.11 Fuel Deliveries

A Contractor employee will be available upon arrival and prior to departure of the fuel delivery contractor to verify stick readings and otherwise facilitate the delivery process.

C.5.7.12 Facility Security

Security at the DDOT Bus Facilities (Hains Point and a 2-acre site) is the responsibility of the Contractor. The Contractor shall implement adequate security measures to secure DDOT assets, including a system of access control. The District of Columbia is responsible for security at the South Capitol site and all other DDOT-owned facilities.
Ten (10) business days after the award of the contract and not less than thirty (30) days prior to initiating Service, the Contractor shall submit to DDOT for approval an Operations and Maintenance Plan outlining standards to be applied for maintenance operations, including meeting applicable safety requirements and regulations, addressing collisions and lost time for maintenance employees, and the maintenance and security of the building, landscaping, and grounds.

C.5.7.13 Access to Facility

DDOT shall provide facility keys and an access control system that will be used to develop identification badges and program building access devices, to the Contractor, and shall determine the appropriate access control system for the DDOT Bus Facilities.
The Contractor shall be responsible for the secure distribution and tracking of all Facility and Vehicle access devices provided by DDOT, and for issuing identification badges to Contractor employees, subcontractors, and vendors (as directed by DDOT). The Contractor shall be responsible for key and identification badge control, and shall maintain a key issuance log and identification badge issuance log and any associated documentation, which shall be provided to DDOT upon request. The Contractor shall be responsible for providing written notice to its employees, contractors, visitors, and vendors regarding the policies, procedures, and responsibilities associated with being issued a DDOT key and/or DDOT identification badge. The Contractor shall maintain this information with the key and identification badge log and shall make such information available to the DDOT upon request.

The Contractor shall be solely liable and responsible for any expenses which result, as determined by DDOT in its discretion, from inadequate key or identification badge control and require DDOT to rekey or replace access control items. The Contractor shall also be responsible for replacing any damaged Equipment, and for notifying DDOT immediately to report damaged Equipment.

Security at DDOT is based on a proprietary system of locks, keys, security alarm system (consisting of a monitored system containing various detectors and an associated keyless entry system readers). DDOT will control and issue keys. The Contractor shall be required to maintain inventory key control procedures for keys issued by DDOT. Requests for key(s) issuance will be submitted to DDOT in writing. The Contractor shall be responsible for ID cards issued to their employees, operation of their portion of the keyless system, and ensuring that all policies and procedures are observed in accordance with the Building Security System Instruction, Policies, and Procedures of DDOT’s Disaster/Major Incident Emergency Response and Recovery Plan for DDOT Bus Facilities. Changes, modifications, or additions to these systems are solely the responsibility of DDOT. The Contractor shall be responsible for proper usage of keys and cards in their possession. All door hardware associated with the Contractor’s area will be maintained, repaired, or replaced at the Contractor’s expense including but not limited to, exit devices, hinges, electric strikes, strike plates, thresholds, door gaskets and sweeps, locksets, windows, etc. Security system keypads and card readers will be the responsibility of DDOT to maintain. The Contractor shall reimburse DDOT for any damage, as determined by DDOT. Twenty-four-hour manned security is required for all facility locations and all persons entering these facilities must show proper identification to the security personnel to gain access.

**C.5.7.14 Surveillance**

The Contractor will maintain a video surveillance camera system in the non-DDOT owned facilities within the interior and exterior of the administrative section of the building, main terminal, and walkway, including the revenue room, and strategic locations in the bus yard, employee/commuter/gravel parking lots. DDOT will have limited access to this system to monitor farebox probing and security of revenue handling and as otherwise needed/desired for the safety of individuals and assets. The District of Columbia is responsible for surveillance systems in DDOT-owned facilities.

**C.5.7.15 Use of Facility and Grounds by Contractor Employees**

The Contractor shall instruct its employees on the proper use of the DDOT facilities and its
utilities including parking, litter control, restroom, lounge, lunch facilities, administrative areas, and vending machines. Employees are expected not to litter on the grounds and within the facility building areas and to clean and pick-up after themselves. Respect for restroom utilities (faucets, toilets, soap and towel dispensers, etc.) will be observed by all employees. Parking for employees will be restricted to the employee parking lot unless otherwise posted or allowed by DDOT. Parking for employees is not guaranteed and is provided only on a space-available basis. The Contractor shall plan for possible satellite parking facilities for employees at the Contractor’s expense, if necessary.
The independent sale of items or goods throughout the DDOT Bus Facilities and grounds is prohibited unless approved by DDOT. The Contractor shall provide maintenance employees with slip-on shoe covers for use when entering the administrative section of the building to prevent staining of floors or carpeting. Notices or other materials will not be taped or otherwise affixed to walls, doors, or windows.

C.5.7.16 Parts, Tools, and Equipment

The Contractor shall obtain all parts, tools, and equipment required for their duties unless otherwise identified on the DDOT inventory list. All equipment provided will be new or refurbished in “as new” condition. Any tools provided by DDOT shall be maintained and repaired as needed by the Contractor throughout the contract period and returned to DDOT once the contract ends.

C.5.7.17 Utilities

DDOT will bear all of the facility utility costs for DDOT-owned properties; however, DDOT may require Contractor remuneration for excessively wasteful practices, if not corrected. The Contractor is responsible for the utility costs for non-DDOT-owned properties.

C.5.7.18 Cleaning

C.5.7.18.A DDOT’s Responsibilities

DDOT will provide routine custodial services for its areas of responsibility and will arrange for dumpster pick-up service for both regular materials (three (3) times per week) and recycled materials (once each week).

C.5.7.18.B Contractor Responsibilities

The Contractor will maintain its assigned areas in neat and clean conditions and will be responsible for all daily, weekly, monthly, quarterly, etc., custodial services. The Contractor is responsible for providing commercial custodial services for assigned areas. The Contractor will not subcontract with its employees or their family members to perform these services, as it is viewed as a conflict of interest in relation to building security procedures. Also, non-routine cleaning, such as carpeting, windows, walls, etc., will be the responsibility of the Contractor for their assigned areas and conducted as necessary. Shop floors will be swept at least once a day, oil
spills shall be cleaned immediately, and a floor cleaner will be used at least weekly. The steam cleaning bay shall be cleaned at least weekly. Walls shall be maintained in a clean state, free of dirt, oil, and grease. Garage flooring shall be kept in a state of good repair at all times by the Contractor. Floor mats shall be provided by the Contractor for all entrances. Additional matting shall be employed if necessary for the safety and protection of both Contractor and DDOT employees. At no time shall the placement of trash and recycling receptacles furniture, or other items be allowed in administration building corridors, including in the Contractor areas.

a. The Contractor is also responsible for cleaning the bus yard including spot cleaning and weekly scrubbing (to minimize buildup of oil and grease residue) with a heavy-duty scrubber (weather permitting) when most buses are off the yard. Annually, the Contractor shall contract a firm to conduct an entire cleansing of the bus yard to remove all dirt, oil, and grease buildup (this requirement may be waived at the discretion of DDOT if the bus yard is determined to be in a reasonable state of repair).

b. Gutters and curbing shall be kept free of storm water runoff materials. All other areas inside the fence will be kept clean and clear of debris.

c. The Contractor shall be responsible for conducting power vacuuming of the yard, employee parking lots, and all entrances, drives, and walks on at least a quarterly or more often, if DDOT determines it to be needed. After each winter season, end of snow fall, the Contractor will power vacuum to remove all sand from these areas in order to prevent or minimize sediment build-up in SWMS drain pipe system.

d. The Contractor shall be responsible for additional dumpster pickups resulting from unusually large amounts of Contractor trash. Under no circumstances will the Contractor allow dumpsters to build up to an overflowing point. Light bulbs, oil, grease, and other materials categorized as hazardous materials under the EPA or OSHA, will not be placed in the dumpsters and will be disposed of in a legal manner.

e. The Contractor shall be responsible for replacing and supplementing trash cans in designated areas. Any residual oil leak stains will be removed from concrete and asphalt services surfaces inside the building and in the bus yard and outside of the building at least annually or sooner as determined by DDOT.

C.5.7.19 Permits and Environmental Protection Agency (EPA) Number

The Contractor shall be responsible for obtaining and complying with all required building, occupancy, and other governmental permits. The Contractor will obtain an EPA number as evidence they are and will continue to be in compliance with federal, state, and local regulations related to the use, storage, and disposal of chemicals, gases, or solids or as otherwise specified in EPA and other applicable environmental regulations.

C.5.7.20 Plumbing/Electrical/HVAC

The Contractor will be responsible for all maintenance, repairs, or replacement, including parts and labor of all plumbing, electrical, and HVAC equipment and accessories, except for cost-sharing equipment, within their designated areas. This includes, but is not limited to, all fan coil units (FCU), make-up air units (MAU/MUA), radiant heating units, exhaust and intake fans, controls, motors, coils, thermostats, lines, condensation capillaries, insulation, valves, sinks,
faucets, dispensers, commodes, urinals, valves, diaphragms, seals, outlets, cover plates, etc., and stoppages. While the Contractor may see fit to use their facility maintenance personnel to accomplish these types of services, the end result will be a professional job equivalent to commercials grade services. HVAC units will have quarterly preventive maintenance performed.

C.5.7.21 Landscaping

Landscape maintenance of the DDOT Bus Facilities shall be the responsibility of, and paid for by, the Contractor.

C.5.7.22 Improvements and Modifications

All improvement or modifications to Contractor areas shall be the Contractor’s responsibility and may be undertaken only after receiving DDOT approval in accordance with the Contract. All modifications will be performed in compliance with all applicable local, state, and federal regulations, permitting requirements, etc. DDOT reserves the right to require the Contractor to return the improved/modified areas to their previous state at the end of the Contract.

C.5.7.23 Other Systems and Routine Maintenance/Upkeep

All other systems located in either the maintenance wing, fuel island, or bus wash shall be maintained and repaired by the Contractor, except for conditions noted elsewhere herein. This includes but is not limited to hydraulic, electrical, pneumatic, water, architectural, structures, roofing and batting (insulation), exhaust, lifts, condensate, and storage tank systems. Structures will be kept free of rust or other deterioration and walls kept clean at all times, free of grime, grease, and oil. The Contractor shall be responsible for maintaining painting, flooring, carpeting, tiling, and similar maintenance/upkeep items within its contractually-defined areas in a good condition, state of repair, and appearance. Painting, flooring, carpeting, tiling, and similar maintenance/upkeep items that can no longer be maintained in a similar condition, state of repair, and appearance will be remedied at the Contractor’s expense.

C.5.7.24 Major Capital Rehabilitation and Replacement

The following distinguishes and differentiates between capital repairs required during the normal course of facility maintenance and capital repairs that are ultimately required when an element of the facility reaches the end of its usable life (e.g., garage doors, underground fuel tanks); and to add specification about facility maintenance, repair, and replacement programs. Once installed, all DDOT components and systems replaced by the Contractor will become DDOT property.

C.5.7.25 Facility Rehabilitation/Replacements

For all items identified by DDOT in the Facility Inventory List (provided upon Notice To Proceed) and non-defined items of similar complexion, the Contractor will continue to maintain, provide repairs, and perform PMs/inspections until such time that repairs are no longer cost-effective, at which point replacement or rehabilitation becomes necessary. Replacement or
rehabilitation when necessary are of three varieties: (1) items costing $5,000 or less; (2) items costing more than $5,000 that need to be replaced or rehabilitated before they have reached the end of their anticipated useful life; and (3) items costing more than $5,000 that need to be replaced or rehabilitated sometime after they have reached the end of their anticipated useful life. Items in category (1) are the Contractor’s cost to bear exclusively. Items in category (3) will be a cost that DDOT bears exclusively, unless otherwise noted. Items in category (2) will be a shared cost of the Contractor and DDOT in which DDOT’s share equates to the proportionate share of the useful life already expended as of the time of rehabilitation/replacement if the premature rehabilitation/replacement is not a consequence of lax maintenance or a lesser amount if the premature rehabilitation/replacement is a consequence of lax maintenance. Determinations of DDOT’s share for category (2) items will be DDOT’s to decide governed by these general principles. If no records exist that would enable such a determination, DDOT may seek the opinion of a third party at its sole discretion before DDOT decides. Items estimated to cost more than $5,000 to replace or rehabilitate will be reassessed as part of the facility assessment to determine remaining useful life (RUL) and will be used as the baseline in determining cost responsibility for categories (2) and (3). While the Contractor’s input and cost estimates/recommendations from qualified individuals/vendors will be sought and/or considered in all cases involving a judgment call, it will be ultimately be DDOT’s sole decision as to whether a component or system will be repaired, rehabilitated, or replaced and the Contractor will be bound by such decision.

C.5.7.26 End of Estimated or Remaining Useful Life

Note that the fact that a component or system has reached or exceeded its estimated useful life (EUL) or RUL does not, in-and-of-itself constitute need for replacement. Consequently, the Contractor will not expect DDOT to replace a component or system solely because it has reached or exceeded its RUL or EUL, neither will DDOT expect the Contractor to do so. Any and all requests for replacement of components or systems by the Contractor will have a certified vendor assessment paid for by the Contractor. DDOT will partake in all such assessments and the Contractor will provide notification of such arrangement in advance. Please refer to FTA’s Transit Asset Management guidebooks for more information.

C.5.8 VEHICLE AND FACILITY AUDITING

During the Contract term, DDOT and/or a procured independent third party vendor shall have the right and authority to periodically conduct, with or without prior notice, inspections of the Vehicles, Facilities, and Contractor’s maintenance records and procedures.

C.5.8.1 Third Party Audit

During the Contract term, DDOT will procure an independent third party maintenance auditor to provide expert review of the Contractor’s maintenance program including auditing the condition of vehicles, maintenance practices, vehicle maintenance records, technician staffing levels and certifications, spare parts inventory, use of fluids analysis, etc. Currently these inspections take place three times per year.
DDOT will use the same or different auditor to provide expert review of all DDOT Bus Facilities being used for any purpose pertaining to DDOT. These facility audits may be carried out concurrently with the vehicle audits described above or may take place at another time, at DDOT’s discretion. The facility audits will include an inspection of maintenance bays, storage bays, wash facilities, repair and paint facilities, safety equipment, parking lots, and all equipment in these areas. The facility audit will document the condition of the facilities and of all facilities’ related equipment being used by the Contractor. Driver support, staff, and office areas may also be inspected.

The fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of all relevant maintenance documentation and Contractor’s procedures. The Contractor must provide full cooperation to the independent third party auditors, arrange for efficient use of their time through facility and vehicle access, supply personnel to move, hoist and secure vehicles in a continuous manner, and make on-the-spot repairs, adjustments, etc. The Contractor will also conduct a pre-audit briefing to ensure that auditor personnel is fully aware of the operation of each vehicle component and understands specific vehicle types as well as facility configuration. This is to ensure that personnel is fully prepared to conduct the audit. Minimally, this briefing will be provided for the first audit and for audits conducted following the receipt of new vehicle makes and models, new or existing vehicles with changed components, for new audit personnel, and when a new audit firm is selected.

Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor according to the timetables identified in this Contract. Within ten (10) calendar days after notification of such deficiencies, not to include “A” level defects, the Contractor shall present a written repair schedule/timeline to DDOT for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit DDOT to procure a third party to complete such work at the Contractor’s expense. Any deficiencies that render a vehicle “Unfit for Service,” defined as “A” Level defects in this Contract, shall be repaired within 24 hours. No vehicle with an “A” Level defect shall be returned to service until fully repaired.

C.5.8.2 Access to Reports

DDOT intends for these audits to not only act as an independent monitoring of the Contractor’s maintenance efforts, but also as a method to benchmark the Contractor’s maintenance performance, compare that performance to other agencies and industry standards, determine if performance is acceptable, and to gauge whether the Contractor’s performance is improving or deteriorating over time. Audit reports will be available to the Contractor and DDOT. The third party consultants shall provide follow-up meetings and suggestions to help maintain acceptable maintenance performance levels. Information from both the vehicle audits and facility audits will also be used to support federal reporting requirements.

C.5.8.3 Random Selection

DDOT or its maintenance auditor will randomly select the buses to be audited and will work with the Contractor and dispatch to ensure the vehicle is held for the audit. At this time, approximately one-third of the fleet is audited each time; fluid samples are conducted on approximately one-quarter of the randomly selected buses; review of maintenance records is conducted on approximately one-half of the randomly selected buses.
C.5.8.4 Classifying Defects

As determined by an independent third party maintenance auditor, a vehicle defect will be classified as either a Level “A” or Level “B” Defect. Level “A” Defects shall indicate a critical defect, primarily safety in nature, that when identified during a regularly scheduled preventive maintenance (PM) inspection would require immediate repair, keeping the vehicle from returning to revenue service until the defect is corrected. The Level “A” Defect list shown below may be modified by DDOT as a result of new vehicles and equipment, and other defects it deems must be repaired before returning a vehicle to revenue service.

a. Fire extinguisher/suppression - Any onboard fire extinguisher or fire suppression system that is missing or incomplete, not properly mounted, has an expired or missing tag, or an indicator that reads the device is not charged to an acceptable level (i.e., in green zone).

b. Headlights - Any headlight that has an inoperative low or high beam or not operating in a normal manner (erratic or intermittent illumination).

c. Wipers - Any wiper that is not operating in a normal manner (inoperative, erratic or intermittent).

d. Windshield - Cracked windshield in driver’s view or any windshield flaw that restricts visibility.

e. Seat belts, driver - Any seat belt that is missing, damaged or not operating in a normal manner (belt does not latch, latches in an erratic or intermittent manner).

f. Turn signals - Any turn signal that has an inoperative incandescent bulb or more than 50 percent inoperative LEDs, cracked lens, or not operating in a normal manner (erratic or intermittent switch function or illumination). (Note: any cracked lens, not omitting white light, and the lights function properly will not be an A Defect).

g. Horn - Any horn that is not functioning or operating in a normal manner (erratic or intermittent sound, switch function or functionality).

h. Emergency flashers - Any emergency flasher that has an inoperative incandescent bulb or more than 50 percent inoperative LEDs, cracked lens, or not operating in a normal manner (erratic or intermittent switch function or illumination). (Note: any cracked lens, not omitting white light, and the lights function properly will not be an A Defect)

i. Brake lights - Any brake light that has an inoperative incandescent bulb or more than 50 percent inoperative LEDs, cracked lens, or not operating in a normal manner (erratic or intermittent switch function or illumination). (Note: any cracked lens, not omitting white light, and the lights function properly will not be an A Defect)

j. Air pressure/air leaks - Any part of the air system having an audible leak.

k. Brake lining thickness - Indicator pin needs to be flush with or extended past outside of caliper. In cases where there is no indicator, an A defect will be assigned in cases where the rotor exhibits metal-to-metal contact (scoring) or exhibits no contact at all.

l. Tire tread depth at 2/32” rear; 4/32” front (minimum allowed when measured at any point across the tread).

m. Fuel leak - Any fuel leak except overflow caused by overfilling at filler.

n. Exposed wires - Any wire that has visible conductor material except for those designed in that manner.
o. Proximity to exhaust - Oil, harness, etc., any fresh oil that is leaking onto an exhaust component; or any wires, wiring harness or other non-metal material that is in contact with or close enough to an exhaust component that it exhibits deformation from heat.

p. Oil/grease on brakes (saturated) - Any evidence of oil seepage into or out of the brake lining/drum interface area. This must include wet contamination of the lining accompanied by evidence that further contamination will occur such as oil running from the drum or bearing seal.

q. Wheelchair Ramp inoperative - Any wheelchair ramp system including passenger present alarm system that is not functioning or operating in a normal manner (erratic or intermittent movement, switch function or functionality, or is binding).

r. Wheelchair securement equipment - Any part of the wheelchair securement system that is not functioning or operating in a normal manner (erratic or intermittent movement or functionality).

s. Kneeling - Any part of the kneeling system that is not functioning or operating in a normal manner (erratic or intermittent movement, switch function or functionality).

t. Sharp edges - Any edge or part of the bus where persons may come in contact with that is sharp and cause bodily injury (i.e., skin scratch or puncture)

u. Tripping hazard - Any interior deformation on a horizontal surface used by passengers to walk on that is greater than ¼” between vertical surfaces, or if there is beveling, no more than ½”. Measurements will be made using a straightedge and ruler at the highest point of deviation.

v. Critical steering/suspension play, wear on Pitman arm - Looseness of pitman arm on pitman shaft, obvious repair weld, or improperly secured, or wheels cannot be turned to designed limits without interference.

w. Tie-Rod Ends, Radius Rods & Drag Link - Any motion, other than rotational, greater than one eighth inch, that can be detected by movement with two hands with moderate strength, in any connecting joint; any wear demonstrated by wear indicator; any looseness of a stud nut; any looseness in any threaded joint, or any loose clamp(s) or clamp fastener(s). Exceptions include any spring loaded joint designed to move up and down with no lateral play.

x. Steering Box - Loose, damaged or missing fasteners or mounting component, excessive fluid and/or oil leak (observable shininess of fluid), any repair welds.

y. Sensitive edges on doors - Not working at all when an arm or any other object is placed between the sensitivity edges and the doors do not respond accordingly. Special testing provisions will be applied to 2003/04 Van Hool buses. However, any failure of the doors to respond when subjected to these procedures will result in an “A” defect.

z. Tires - Any tire pressure below 80 psi.

aa. Wheel lug nuts - any wheel lug nut that is missing, damaged, or through visual indication appears to be coming loose.

bb. Exhaust leak into bus - Any bus exhaust system leaking or discharging under the passenger or engine compartment.

cc. Back-up alarm - Any part of the backup alarm system (buzzer and light) that is not functioning or operating in a normal manner (erratic or intermittent functionality).

dd. Excessive oil in air system - When the opened valve emits more oil than air.

ee. Missing emergency exit signs - Any emergency exit sign that is missing or illegible.

ff. Emergency window - Will not open or requires excessive force to open.

gg. Stop request signaling system - A stop request system that is not functioning or operating in a
normal manner (erratic or intermittent functionality). For New Flyer buses one defective stop request signal will be classified as a “B” defect, each additional inoperative stop request signal will be classified as an “A” defect. For Van Hool buses two defective stop request signals will be classified as a “B” defects, each additional inoperative stop request signal will be classified as an “A” defect. Level “B” Defects are those that would be noted by a technician as part of a regularly scheduled PM inspection, or those that an Operator would note as part of a pre/post trip inspection or identified while operating the vehicle. These non-critical defects, which would not prevent the vehicle from returning to revenue service, shall be repaired according to the timetable established in this Contract.

C.5.8.5 Fluid Analysis

In addition to monitoring the Contractor’s own internal fluids analysis program, the third party maintenance auditor will collect engine oil, transmission fluid and coolant samples and have them analyzed by an independent testing laboratory. Samples will be taken from approximately one-quarter of the randomly selected buses. Findings will be presented as part of the maintenance audit report every six months. The Contractor will be required to show evidence that it has complied with recommendations made by the independent testing laboratory in cases where those recommendations include separate actions needed before the next scheduled PM inspection.

C.5.8.6 Repairs

Within ten (10) calendar days after notification of deficiencies to be repaired, the Contractor shall present a written repair schedule/timeline to DDOT for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit DDOT to procure a third party to complete such work at the Contractor’s expense. Any deficiencies in the vehicle fleet identified by the audits will be repaired by the Contractor. “A” level defects (as defined in this Contract) shall be repaired prior to the bus being used in revenue service and shall be addressed immediately within 24 hours. At the time an “A” level defect is identified, the Contractor will be provided a form acknowledging the “A” defect and confirming that it will be repaired prior to the bus resuming revenue service. A listing of “B” level defects (as defined in this Contract) will be presented to the Contractor at the end of each audit day. “B” level defects shall be repaired within 60 days, but no later than the next scheduled PM inspection.

C.5.8.7 Disputes

Post-audit, the Contractor will receive a draft report of the maintenance audit. If requested by the Contractor, DDOT will make available personnel to discuss the report and findings. In the event the Contractor disputes the independent auditor’s findings, it will have an opportunity to present those disputes in writing within five (5) working days after receiving the draft report. DDOT and the auditor will consider those disputes and make any appropriate adjustments in the final report. In the event the Contractor disputes the independent auditor’s findings as presented in the final report, or believes for other reasons that DDOT should reimburse the Contractor for such repairs, the Contractor may seek DDOT’s approval of a third party paid for by the Contractor and
approved by DDOT, to provide a second opinion. With assistance from DDOT’s auditor, DDOT will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of DDOT shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods. If an “A” defect is disputed, it must be repaired before the bus goes into revenue service and can later be disputed.

C.5.8.8 DDOT Inspection

DDOT shall have unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and DDOT Bus Facilities. In order to fulfill the performance requirements outlined in Section C.5.10, DDOT at its discretion may perform these inspections electronically in which the Contractor shall be responsible for providing requested records and reports. DDOT shall be entitled, at all times, to conduct inspections of any vehicle in order to determine compliance with the provisions hereof. DDOT shall order necessary and reasonable revisions to such procedures as determined to be in the best interested of DDOT.

a. All mechanical level “A” defects identified by a DDOT inspection shall be corrected immediately or within 24 hours. All mechanical level “B” defects shall be corrected within sixty (60) calendar days or before the next scheduled PM inspection.

b. Vehicles with safety defects that would impair safe operations shall be removed from Revenue Service immediately and the problem corrected.

c. All body damage except those considered normal wear and tear by DDOT shall be repaired by the Contractor.

d. DDOT requires that Vehicle inspections be conducted no less than every four months by a certified inspector. A copy of the inspection certification will be carried in the Vehicle at all times. DDOT may require additional inspections if Vehicle condition warrants, and may be conducted at the Contractor’s facility.

C.5.8.9 Contractor Audit

The Contractor shall implement its own maintenance auditing program to verify on an ongoing basis that service is performed in compliance with the Contract. This plan shall be submitted to DDOT for approval not less than thirty (30) business days prior to initiating service. At a minimum, the program will include regular audits of technician- performed work including:

a. Having the Assistant General Manager of Maintenance randomly inspect 10 percent of vehicles after all regularly- scheduled PM inspections have been completed.

b. Having a Middle Management Maintenance Manager re-inspect a random sample of PM inspections and repairs for at least five (5) percent of the fleet each month.

c. Having senior corporate maintenance management perform on-site, semi-annual reviews of maintenance program performance.

C.5.8.10 Audit Results
Audit results shall be reported to DDOT. In-house audit reports will be presented monthly and will, at a minimum, include number of defects found per bus, trend analyses by functional category and severity code (as defined in the maintenance auditor’s report) and by technician; corrective remedial actions will also be included. Corporate audits will minimally include a written narrative of findings, trend analyses, and corrective remedial actions. Contractor shall submit audit format for DDOT approval within the first month of service. DDOT reserves the right to establish a standardized reporting format with which the Contractor must comply.

C.5.8.11 Re-Performance

If any Work performed is not in conformity with the requirements of the Contract, DDOT shall have the right to require the Contractor to perform the Work again in conformity with such requirements at the Contractor’s sole expense and with no increase in the amount of compensation hereunder. In the event the Contractor fails promptly to perform the Work again, DDOT shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements and charge to the Contractor any costs to DDOT that are directly related to the performance of such Work, or to terminate the Contract. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, DDOT shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of the Contract; and (2) reduce the amount paid to the Contractor under the Contract to reflect the reduced value of the work performed.

C.5.9 REPORTS AND RECORDS

Contractor shall keep up-to-date and accurate records of all data related to the operations and maintenance of the Contract. The Contractor shall make such data/records accessible to DDOT and prepare/submit reports as prescribed by this RFP, in approved formats, unless otherwise prohibited by law. DDOT expects the Contractor to use data to proactively manage the Contract, toward that end, the Contractor will make extensive use of both exception and trend analysis reporting. This section includes currently-required reporting, however, DDOT may request modified or additional reports as it deems necessary. Requests for new or modified reports shall be accommodated within two (2) weeks. The Contractor shall submit all required report formats for DDOT approval within the first month of service. DDOT reserves the right to establish a standardized reporting format with which the Contractor must comply.

C.5.9.1 Documentation

The Contractor shall assist DDOT in meeting any reporting requirements that may be imposed for the granting or continuation of funding from local, regional, or federal authorities. Contractor will be responsible for providing data for the FTA report for Section 15, currently referred to as the NTD, monthly, quarterly, and annually, as necessary, or within 30 days of request from DDOT.

a. The Contractor shall also maintain electronic records to document compliance with the
FTA’s Drug and Alcohol testing requirements. Procedures need to be in place detailing what records need to be kept, their duration, and when individual employee records may be released. The Contractor must make use of the most recently approved USDOT Drug Testing Custody and Control and the USDOT Breath Alcohol Testing forms.

C.5.9.1 Documents

Ten (10) business days after the award and not less than thirty (30) business days prior to initiating Service the Contractor shall submit to DDOT for approval and incorporation into the Contract the following:

a. Standard Operating Procedures for Operations and Ridership;
b. Personnel Policies;
c. Maintenance Policy and Program Manual;
d. Operator’s Handbook;
e. Training Plan and curriculum; and,
f. Uniform and grooming guidelines.

C.5.9.2 Computer Network and Equipment

The Contractor shall supply and maintain Contractor employees with sufficient personal computers (PCs), printers, and other peripheral equipment to perform or support all required functions under this contract. The Contractor shall furnish and maintain software for these PCs as required and must equip each computer with the word processing, e-mail, database, and spreadsheet software in Microsoft Office 2013 or later. Clever Devices will install on workstations necessary software related to CAD/AVL, APCs, and other operating and reporting functions. The Contractor shall furnish and maintain networking equipment to support all required functions under this Contract. This shall include maintaining the Wi-Fi equipment for ITS and fare collection at each garage. The Contractor will not require DDOT to incur computer-related charges for any reason without DDOT’s prior written consent. The Contractor shall also supply and maintain network security software and equipment necessary to protect Circulator data and assets.

C.5.9.3 Examination and Maintenance of Records

The Contractor shall permit DDOT and authorized representatives to examine, audit, and analyze all data and records related to the project. All requested records shall be furnished within 5 days of request. All project records prepared by the Contractor shall be owned by DDOT and retained in accordance with DDOT’s record retention procedures. Hard copies and a commonly used electronic format (e.g., Excel) shall be available.

C.5.9.4 Storage

The Contractor shall retain records required by this Contract for a period of four (4) years or
other amount as required under local, state or federal guidelines, after the conclusion of the fiscal year, and if any litigation, claim, audit or other action involving the records has been started before the expiration of the four (4) year period, the records must be retained for four (4) years after the completion of the action and resolution of all issues which arise from it.

C.5.9.5 Financial Records

The Contractor shall establish and maintain within a separate set of accounts all project expenditures and any other relevant financial records or documents including but not limited to fare revenues and invoices. The Contractor shall submit to DDOT a monthly invoice (Net-30) for services rendered during the previous month. The invoice is due by the fifteenth (15th) calendar day of each month, and shall be for services performed during the previous calendar month and shall itemize the following information (but not limited to):

a. Monthly Service Billing;
b. Total Adjustments;
c. Additional Services Billing;
d. Net Monthly Invoice; and
e. Billing Period

C.5.9.6 Daily Operations Report

Contractor shall submit three electronic daily reports using an agreed upon format.

a. Vehicle Status Report: The Contractor shall submit to DDOT the Vehicle Status Report by 8:30 AM in electronic format by email. At a minimum the report shall include, but not be limited to the following information:
   i. Maintenance department Down Vehicle List including:
      1. Vehicle number;
      2. Date vehicle downed;
      3. Reason downed;
      4. Date vehicle is expected to return to service;
      5. If applicable, reason for the delay in returning to service (e.g., parts on order); and,
      6. Identify any vehicles off property for repair.

b. Operations Report: The Contractor shall submit to DDOT the Operations Report of the prior day’s operations by 10:00 AM in electronic format by email. At a minimum the report shall include, but not be limited to the following information:
   i. Missed trips;
   ii. Revenue Vehicles out of service with reason;
   iii. If applicable, any unusual circumstances regarding daily operations;
   iv. Number of buses required to meet scheduled service;
   v. Number of buses provided at the starting times;
vi. If applicable, explanation of vehicle shortfall (e.g., lack of Operators, lack of vehicles); and
vii. Full list of service interruptions broken up by cause.

c. **Revenue Report:** The Contractor shall submit to DDOT the Revenue Report by 10:00 AM in electronic format by email. At a minimum the report shall include, but not be limited to the following information:

   i. Bank Deposit Report;
   ii. Deposit Slip;
   iii. Revenue and Pass Reconciliation; and,
   iv. Daily fare verification worksheets by route and vehicle.
   v. Previous day’s daily peak vehicle pull-out report

### C.5.9.7 Weekly Operations Report

The Contractor shall prepare and update on a weekly basis a bus Operator staffing report. The Contractor is expected to use the report to perform day-of-week and seasonal trend analysis, at a minimum, in order to maintain an adequate staffing level. The Contractor shall submit to DDOT no later than 3:00 pm each Wednesday, the following information from the previous week (Monday-Sunday), but not limited to:

a. **Staffing Report**

   i. Number of active bus Operators employed during previous week,
   ii. Number of maintenance technicians employed during previous week,
   iii. Number of Operators/technicians interviewed during previous week; and

b. **Vehicle Warranty Report:** the previous week’s warranty recovery submittals to vendors for vehicles under warranty.

c. **Revenue Report**

   i. Bus Probing Reconciliation.

### C.5.9.8 Monthly Operations Report

The monthly invoices shall be supported by back-up documentation as required by DDOT. The Contractor shall submit, by the fifteenth (15th) day of each calendar month, a summary report for the previous month providing the following information (but not limited to):

a. **Operational Statistics**

   i. Days operated in the period
   vi. On-time performance by route
vii. Number of preventable collisions, by route and during non-revenue hours.
viii. Number of unpreventable collisions, by route and during non-revenue hours.
ix. Total number of injuries and fatalities
x. Preventable collisions per 100,000 miles
xi. Miles Between Service Interruptions (MBSI)

xii. Number of buses for pull-out per day per route
xiii. Total scheduled revenue hours by route
xiv. Total actual revenue hours by route
xv. Total scheduled revenue miles by route
xvi. Total actual revenue miles by route

xvii. Total platform miles (includes deadhead and training miles)
xviii. Total platform hours
xix. NTD Unlinked passenger trips
xx. NTD revenue hours, revenue miles, passenger miles, and vehicles operated in maximum service
xxi. Number of missed trips and incomplete trips
xxii. Total trips completed
xxiii. Headway performance
xxiv. Number of employees trained
xxv. Number of grievances opened and closed
xxvi. Number of employees hired and terminated
xxvii. Operator call-outs (the bus Operators announce the upcoming stop name (i.e. Intersection, Major Destination, and/or Transfer Point), as prescribed by the ADA);
xxviii. Drug and Alcohol Testing
xxix. Ridership by route and system-wide, total and by day
xxx. Operating cost by route
xxx. Cost per rider by route and system-wide
xxxii. Maintenance audit results, if completed during the month
xxxiii. NTD Safety and Security Report
xxxiv. Safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee, and minutes from the meeting
xxxv. Training sessions completed related to transit security

b. Vehicle Statistics

i. Number of road/service calls by vehicle
ii. Vehicle availability
iii. Number of days for out-of-service vehicles to return to service
iv. Farebox status
v. Gallons of diesel fuel consumed by vehicle and system-wide
vi. Price per gallon average paid for the month
vii. Total actual vehicle miles per vehicle
viii. Total actual vehicle revenue miles per vehicle
ix. Total actual vehicle revenue hours per vehicle
x. Total scheduled vehicle revenue miles
xi. Actual maintenance costs by vehicle
xii. Mean Distance Between Failures (MDBF)

c. Narrative Summary
   i. Ridership trends
   ii. Operational problems and issues
   iii. Service accomplishments and goals
   iv. Vehicle repairs and servicing with reconciliation reports
   v. Recommendations for service improvements
   vi. Collision/incident reports
   vii. Customer comments/complaints

C.5.9.9 Quarterly Reports

DDOT’s fiscal year starts October 1. Therefore, quarters run from October 1 to December 31, January 1 to March 31, April 1 to June 30, and July 1 to September 30. The Contractor shall submit to DDOT within thirty (30) days after the end of the quarter the following reports:

   a. On Time Performance system-wide and by Route
   b. Miles Between Service Interruptions (MBSI)
   c. Preventable Collisions, total number and per 100,000 revenue miles
   d. Customer Complaints per 10,000 passengers
   e. Fleet Preventable Maintenance Inspections performed on-time
   f. Percent required vehicle pull-out per day
   g. Turnover of Key Personnel, Additional Personnel, and Operators
   h. Percent of fareboxes functioning daily
   i. Graffiti/defacements daily
   j. Minor body damage
   k. Major body damage
   l. Facility PMIs performed on-time
   m. Infractions for new Operators (first 30 days of revenue service)
   n. Trend Analysis for Disaster Training
   o. Other reports as required by DDOT or by federal, state, or local agencies

C.5.9.10 Annual Report

The Contractor shall submit to DDOT before the first day of November of each year all NTD reporting-related data as required by FTA. The Contractor shall also assist DDOT NTD personnel to verify the data it provides to ensure the data validity and consistency.

C.5.9.11 Collision and Incident Reporting
Contractor supervisory personnel shall follow agreed-upon Standard Operating Procedures when reporting collisions and incidents to DDOT. The Contractor shall provide to DDOT NTD personnel a full Collision Incident Report for any reportable collision based on NTD requirements within twenty (20) days.

C.5.9.12 Incident/Public Comment Reporting

The Contractor shall document operational problems and passenger complaints (whether received directly or through DDOT) and describe any action taken regarding these problems or complaints. This shall include incidents or comments involving passengers, vehicles, other vehicles, property, lost and found items, or the general public and related to the DC Circulator Service. The Contractor is required to use Zendesk, DDOT’s customer service platform, to document operational problems and describe actions taken so that DDOT can respond to passenger complaints.

C.5.9.13 Operator Reports

The Contractor shall cause each Operator of each bus to collect other data as deemed necessary by DDOT. Such information may include passenger counts by fare category, notations of boarding and alighting locations, changes in trip manifest information, etc.

C.5.9.14 Ridership/Fare Validation

The Contractor will review ridership reports available in the reporting system on a trip-by-trip basis daily to ensure to a reasonable extent (as determined by DDOT), that bus Operators are in compliance with fare collection procedures (proper fares are being charged, ridership is attributed to proper trips, etc.). Any errors discovered during the review process will be reported to DDOT on a monthly basis no later than the 15th of the following month. Automated Passenger Counters (APCs) are a feature of the upcoming CAD/AVL system. DDOT will be responsible for oversight and quality control of the migration of ridership data between CAD/AVL and selected MIS. The Contractor will provide support and access to the systems, as necessary, including but not limited to, conducting manual surveys as directed by DDOT for APC system certification to be conducted by DDOT.

C.5.9.15 Other Reports

The Contractor shall keep up-to-date and accurate records of the following (at a minimum):

a. Daily Route/Run Drive Logs;
b. Driver pre-trip inspection logs;
c. Driver post-trip inspection logs;
d. Daily dispatcher report;
e. Daily road call reports;
f. Records for bus operating personnel as required to meet USDOT Commercial Drive Regulations; and,
g. Boarding, passenger count and wait-time surveys to be conducted for all stops on a quarterly basis as requested by DDOT.

C.5.9.16 Utilization of ITS Technologies

The Contractor shall utilize technologies provided by DDOT’s ITS vendor, Clever Devices, for monitoring the service performance, recording applicable event/incident details and generating all required reports. These technologies include computer-aided dispatch/automatic vehicle location system (CAD/AVL), automated passenger counters (APC) and automated vehicle announcement (AVA) system, and infotainment system. Also, the ITS vendor will provide reporting solutions based on CAD/AVL and APC data.

Apart from system utilization, the Contractor shall be responsible for performing any troubleshooting and maintenance on vehicle equipment related to ITS technology to ensure equipment is operational. This equipment includes, but is not limited to electronic signage, video monitoring systems, and networking equipment. The Contractor shall be responsible for replacing any malfunctioning hardware with a new spare hardware. Software will be hosted by the ITS vendor in their data center. The Contractor shall arrange for an initial training class with the ITS vendor for at least two (2) maintenance personnel who will be responsible for maintaining ITS components prior to the start of service. The Contractor shall arrange for subsequent training sessions for new personnel and for current personnel with the introduction of new ITS systems.

Additionally, the ITS vendor will perform any updates/upgrades and system configurations. The Contractor shall provide VPN access to each garage’s network and other IT support as necessary for the ITS vendor or other technology vendor as designated by DDOT to remotely support and update/upgrade bus equipment or other ITS equipment supported by the ITS vendor or other technology vendor as designated by DDOT that may be installed at each garage. The Contractor shall support the update/upgrade process when required by the ITS vendor or other technology vendor as designated by DDOT which may include physically accessing equipment on buses to load configurations via a USB drive, power cycling equipment, or verifying network access equipment, or verifying network access.

C.5.9.17 Substance Abuse Reporting

The Contractor must also maintain a variety of records to document compliance with the FTA’s Drug and Alcohol testing requirements. Procedures need to be in place detailing which records need to be kept, their duration, and when individual employee records may be released. The Contractor must make use of the most recently approved USDOT Drug Testing Custody and Control and the USDOT Breath Alcohol Testing forms. Error! Reference source not found. specifies the requirements of the Contractor’s Drug and Alcohol Testing Program.

C.5.9.18 Disaster/Major Incident Emergency Response and Recovery Plan

As directed by DDOT, the Contractor will assist in developing, updating, and modifying DDOT’s Disaster/Major Incident Emergency Response and Recovery Plan for DDOT Facilities. The Contractor will take the lead role in developing and conducting tests, including tabletop and
C.5.9.19 Federal Transit Administration Reporting

The Contractor must fully cooperate in developing all required materials, keeping them current, and compiling and supplying supporting documents as needed to ensure DDOT is in compliance with all federal, state, and local requirements, such as those evaluated during Triennial reviews, NTD, and Title VI audits. The Contractor will assign one (1) staff person to be the point of contact for all NTD data. This staff person will coordinate directly with DDOT to ensure all NTD reports are completed by the appropriate deadline. Contractor shall be responsible for collection of Federal Transit Administration (FTA) Section 5335(a) data and other pertinent ridership information. In the event that the NTD requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. Contractor shall provide all supporting documentation (on request) and prepare and submit monthly and annual NTD reporting-related data to DDOT.

In order to assure compliance with the annual NTD reporting requirements, the Contractor shall conduct on-board data sampling to compute statistically valid passenger mile data for all fixed route and special services it provides, based on DDOT-approved methodology for data collection and analysis, in coordination with DDOT NTD personnel. The Contractor shall use additional on-board data collection personnel (who shall be a qualified third party, and not the bus Operator) to conduct sampling on the Revenue Vehicles, and shall otherwise conduct its sampling in a manner that will assure maximum accuracy in reporting and that is consistent with the techniques described in FTA Circular 2710.1A (dated July 18, 1988) and the NTD Sampling Manual (dated March 31, 2009, or the most recent version). DDOT will provide to the Contractor a list of all Trips to be sampled at a minimum of 2 weeks prior to the sample date. The Contractor shall submit the daily random sample Trip sheets for each route/direction no later than 1:00 PM on Wednesday for the previous Sunday through Saturday sampled Trips. The daily data in NTD format shall be compiled into a monthly report/form furnished by DDOT via a Microsoft Excel spreadsheet. The Contractor shall prepare a quarterly report of the random Trips to be submitted no later than 30 days after the end of each quarter and also prepare an annual summary to be submitted no later than 30 days after the end of the fiscal year.

DDOT is required by FTA to develop and implement transit asset management (TAM) plans and report TAM information via the NTD reporting process, as detailed in 49 CFR Parts 625 and 630. DDOT will lead development of the TAM plan and meeting of other requirements, but the Contractor shall cooperate with DDOT in this process. The Contractor will provide the access and resources necessary to inventory all reportable transit assets and asset characteristics within the asset classes of rolling stock, equipment, facilities, and infrastructure. The Contractor will provide data and information necessary for DDOT to report the performance of each of these assets to NTD, including by not limited to the condition of reportable facilities. In addition, the contractor will provide asset inventory, maintenance history, and condition data to DDOT as needed and in a useable format (CSV, XLS, or other acceptable electronic format).

The Contractor shall be responsible for ensuring that all reported NTD data meets FTA requirements and definitions, and for maintaining the most recent NTD data collection procedures.

As part of the NTD reports, the Contractor shall provide to DDOT all NTD-related operating, safety, and security data as specified above, by the tenth day of each month for the preceding
month, for DDOT NTD personnel to verify and certify before submitting to FTA.

C.5.10 PERFORMANCE STANDARDS

C.5.10.1 Contractor Responsibility

The Contractor shall be responsible for project management according to the Performance Standards set forth in this Section, other provisions of this Contract, and other Contract Documents. DDOT may, after consultation with the Contractor, establish additional standards and procedures that are appropriate and reasonable for safe, reliable, and effective operation of service.

DDOT desires to institute and maintain an excellent level of performance and quality of service. The goal of DDOT is to provide a service that is safe and reliable, with a fleet of well-maintained vehicles and courteous, professional personnel.

DDOT seeks to provide the most efficient and effective service, while meeting all federal and local requirements such as Title VI and ADA. To help meet the service goals and objectives, the Contractor shall be required to meet specific service and performance standards. To that end, DDOT has established the following Performance Standards program (see Error! Reference source not found.). Failing to meet the standards of this program may result in adjustments to payment, and may ultimately lead to a termination of the contract for default. These standards may be modified periodically by DDOT to ensure continued improvement in service. DDOT will review all measures and reports of Contractor performance and may adjust measures, monitoring or other program elements to increase focus on certain areas. The Contractors shall identify problem areas and voluntarily investigate, provide details, and reports as requested.

Table 4: Circulator Operational Performance Measures and Requirements

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Reference</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Time Performance (OTP)</td>
<td>C.5.10.2</td>
<td>90% on-time</td>
</tr>
<tr>
<td>Service Interruptions</td>
<td>C.5.10.3</td>
<td>6,000 miles between road calls</td>
</tr>
<tr>
<td>Incident Frequency (preventable collisions)</td>
<td>C.5.10.4</td>
<td>Zero (0) preventable collisions</td>
</tr>
<tr>
<td>Customer Complaints</td>
<td>C.5.10.5</td>
<td>0.5 complaints per 10,000 passengers</td>
</tr>
<tr>
<td>On-Time Fleet PMIs</td>
<td>C.5.10.6</td>
<td>95% of fleet PMIs performed on-time</td>
</tr>
<tr>
<td>Maintenance</td>
<td>C.5.10.7</td>
<td>Zero (0) “A” defects as identified in maintenance audits</td>
</tr>
<tr>
<td>Vehicle pull-out</td>
<td>C.5.10.8</td>
<td>95% of required vehicle pull-out</td>
</tr>
</tbody>
</table>

C.5.10.2 On-Time Performance (OTP)

The Circulator is advertised to the public as a DC transportation service based on 10-minute
headways. For all intents and purposes within this RFP and future Contract, OTP will be schedule-based. On-time will be defined as arriving to a time point no more than 5 minutes early and no more than 5 minutes late. The contractor shall achieve 90 percent OTP for all Revenue Vehicles.

DDOT will measure the Contractor’s performance using the AVL system, which will generate reports of 100 percent of trip/route pull-outs, start times, and early departures from time points. DDOT anticipates completing upgrades to the AVL system prior to the initiation of revenue service. However, if upgrades are not completed prior to the initiation of revenue service, until the AVL system is fully operational, this performance requirement will be documented by sample checks and dispatch reports.

C.5.10.3 Service Interruptions

Any event that terminates or suspends service on a run is a service interruption. Service interruptions may be caused by environmental, vehicle, vehicle Operator, dispatch, or other internal or external factors that adversely impact delivery of DC Circulator service. The contractor shall achieve 6,000 miles between road calls for all Revenue Vehicles.

C.5.10.4 Incident Frequency (preventable collisions)

Safety Operating Procedures described in Section C.5.1.2. The Contractor shall have safety and training protocols in place to achieve zero preventable collisions.

C.5.10.5 Customer Complaints

As detailed in Section C.5.34, the Contractor shall establish appropriate methods for documenting complaints. The Contractor shall put in place customer service practices and procedures to achieve the performance requirement of 0.5 complaints per 10,000 passengers.

C.5.10.6 On-Time Fleet PMIs

Preventive maintenance inspections (PMIs) shall be performed by component according to a regular schedule, as established under in this Contract. The Contractor shall complete 95% of fleet PMIs on schedule.

C.5.10.7 Maintenance

DDOT will procure an independent third party maintenance auditor to provide expert review of the Contractor’s maintenance program including the condition of vehicles, maintenance practices, vehicle maintenance records, technician staffing levels and certifications, spare parts inventory, use of fluids analysis, etc. Currently these inspections take place three times per year. DDOT anticipates conducting four audits per year in the future. The Contractor shall ensure that
these audits identify zero “A” defects and shall remedy any identified defects prior to putting any Revenue Vehicles in service.

C.5.10.8 Requirements for Vehicle Pull Out

The number of Vehicles required to perform daily service shall be determined based on the Service Schedule requirements in Section C.5.1.10, and the Contractor shall ensure that the full complement of Vehicles and personnel necessary to provide daily service is available and ready for Pull Out each morning. To be authorized for Pull Out, Revenue Vehicle must meet the minimum standards in this section, as well as those in and in Section C.5.6.10. A Revenue Vehicle is NOT authorized for pull out if it fails to meet any of the requirements of this section and those of Section C.5.6.10.

a. Farebox system function: Vehicle fareboxes shall be functioning while in service. Fareboxes shall accurately accept passenger payment by cash and non-cash fare media as designated by DDOT.

b. Graffiti: Contractor will remove all graffiti or other defacement from the exterior and interior of the Revenue Vehicles as soon as it is found or as soon as it is practical at the end of the day and before it is eligible for pull-out. See C.5.6.20: Graffiti.

c. Minor body damage: Any vehicle damage resulting in repair costs of less than $25,000, or any damage that falls outside the scope of the major body damage definition. Minor body damage repairs shall be identified by DDOT as necessary and shall be repaired as soon as possible. See C.5.6.28 Vehicle Damage.

d. Major body damage: any vehicle damage resulting in repair costs of $25,000 or more, or any other damage determined to be major at DDOT’s discretion. Major body damage shall Section C.5.6.28 Vehicle Damage.

The Contractor shall meet a daily 95 percent Pull Out requirement.

C.5.10.9 Required Key and Additional staff

The Contractor shall ensure that required Key and Additional staff positions are filled in order to keep the Circulator system functioning at a high level. Key personnel vacancies shall be filled as quickly as possible, and required positions shall be vacant for no more than four weeks.

C.5.10.10 Determination of nonperformance

Upon notification by DDOT of a failure to meet performance measures, the Contractor shall provide DDOT with a written action plan for correcting the failure. At the request of DDOT and at the time designated by DDOT, the Contractor shall make Key Personnel available to discuss any failures to meet performance measures.

C.5.10.11 Administration

DDOT shall assess incentives and/or disincentives based on information obtained through the AVL system, Vehicle and Facility Inspections, ride checks, visual observations, and such other
means as DDOT deems appropriate.

C.5.10.12 Personnel Hiring, Training, and Disciplinary Records

The Contractor shall maintain, for each Contractor Employee retained as a Vehicle Operator for the DC Circulator Service, an Operator qualification file generally conforming to the standards as identified in Part 391, Subpart F, Section 391.51 of the Federal Motor Carrier Safety Regulations, USDOT and any applicable District of Columbia laws, regulations or standards. All Operators will be given an employee identification number to use when logging onto the farebox. Additionally, the Contractor shall maintain up-to-date hiring, training, certification and disciplinary records for all supervisors, mechanics, Operators, and maintenance personnel, including but not limited to:

a. Hiring date
b. In-service date
c. Name
d. ID Number
e. DMV and CDL License Checks
f. Jurisdiction of residence
g. Detailed Training Records
h. Time of day
i. Hours
j. Route(s)
k. Specific Training Modules
l. Vehicles
m. Name of person who certified employee
n. Employee reviews
o. Driver in-service ride evaluations
p. Complaints and resulting disciplinary actions
q. Retraining linked to complaint number

C.5.11 TRANSITION

The Contractor shall commence its Transition and Start Up activities immediately upon receipt of the Notice To Proceed and shall complete all those activities as by the start of Revenue Service, at which time the Contractor shall assume full responsibility for Revenue Service under the Contract. The requirements governing the transition from the existing contract with the incumbent contractor to the Contract that will be the result of this procurement will be provided to the Contractor upon Notice To Proceed in order to facilitate Transition and Start Up.

C.5.11.1 Start Up Period

The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, as approved by DDOT, which
will assure that it can assume responsibility for all required operations by the Commencement Date. The Transition and Start-up Plan, as Approved by DDOT, shall be binding on the Contractor.

C.5.11.2 List of Start Up Deliverables

a. Transition and Start Up Plan, to include Pre-Revenue Activities Chart and Milestone Chart, to include a pre-revenue activities chart and milestone chart. The Milestone Chart shall provide invoicing milestones with proposed invoice amounts for deliverables and major tasks consistent with the Start Up requirements and start-up costs.
b. Copies of Subcontracts, as detailed in H.9.3 Copies of Subcontracts
c. Certificates of Insurance, as detailed in I.8 INSURANCE
d. Operations Standard Operating Procedures as listed in the Contract.
e. Drug and Alcohol Testing Program as detailed in the Contract.
f. Blocking and Runcutting Plans as detailed in the Contract.
g. Proposed Extra Board Schedule as detailed in the Contract.
h. Service Disruption Plan as detailed in the Contract.
i. Standard Operating Procedures for Fare Collection and Handling as detailed in the Contract.
j. Parts and Warehousing Plan as detailed in the Contract.
k. Preventive Maintenance Policy and Program Manual as detailed in the Contract.
l. Vehicle Cleanliness and Daily Washing Standard Operating Procedure as detailed the Contract.
m. Any other deliverables required during the Start Up period described in this solicitation.

C.5.11.3 Cooperation

The Contractor shall make necessary arrangements with the previous Contractor for the transfer of needed materials and exchange of information to aid in the transition process. DDOT will provide such assistance as it determines necessary to aid the Contractor with the transition process. The Contractor will also coordinate with the Union as necessary to ensure an orderly transition.

C.5.11.4 Documentation

The Contractor shall submit a Transition and Start Up Plan during the Start Up period that provides documentation of all policies, procedures, and processes to be utilized in the operation of the system, and shall outline all activities necessary for the start-up of the operation, including the filing of workforce requirements and all other required activities. During the Transition and Start Up period, the Contractor shall make available to DDOT copies of the policies, procedures, and processes used in the operation of the system (e.g., customer notice, driver notices, and route update communications) as initial deliverables. DDOT shall review each of the Contractor’s plans and programs submitted under Section F and as required by the Contract and shall either (1) approve such plan or program as submitted; or (2) require the Contractor to make reasonable revisions to such plan or program, in which event the Contractor shall promptly make such revisions (after any necessary discussions with DDOT) and resubmit
the plan or program involved to DDOT for its Approval. After Approval under this subsection, a plan or program shall be binding on the Contractor and may not be modified without prior written Approval by DDOT.

The Contractor shall submit both a paper original and electronic copy of all headway sheets, based off individual route schedules developed by DDOT, along with the final Operator runcut, no later than two (2) weeks prior to the start of revenue service. The schedules and headway sheets will be in a format that is approved in advance by DDOT. For any service changes after the start of revenue service, the Contractor will provide the final revised schedules and final revised headway sheets of the affected routes to DDOT no later than 45 days before the scheduled implementation date. This will include a listing of Scheduled pull-outs from and pull-ins to each Operating Base, in chronological order, on dispatch sheets for each type of day of operation. The Contractor will submit any recommended operational information/changes prior to the start of revenue service. DDOT must approve requested changes one (1) week, before revenue service changes are implemented either at the request of DDOT or the Contractor.

C.5.11.5 Initial Inspection of Assets

a. Vehicle and Equipment Inspection: Prior to the Commencement Date, the Contractor shall participate with DDOT and DDOT’s auditors in an inspection of all DDOT provided vehicles and equipment (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles and equipment as of the time the Contractor commences work under the Contract. The Contractor shall transmit to DDOT the certifications of all Revenue Vehicle acceptances no later than one (1) week prior to the start of revenue service. In addition, any delays in the Revenue Vehicle acceptance process shall be documented.

b. Should there be any outstanding maintenance work (deferred) left over from the Outgoing Contractor, DDOT will pay the Incoming Contractor the auditor’s estimated amount to make such repairs. Payment will be made upon presentation of documented evidence (i.e., completed work orders) that such repairs have, in fact, been completed. Within 10 days of notice to proceed, the Incoming Contractor will provide DDOT a written timeline, no longer than 60 days, outlining the completion schedule for such work. Any of this deferred maintenance work remaining uncompleted after the approved schedule will be considered the responsibility of the Incoming Contractor which will be accountable for its repair at the Incoming Contractor’s sole cost. If a substantial amount of repair work must be performed by the Contractor after the Commencement Date, DDOT will take that fact into account in the adjustment of payments during the Contractor’s initial period of Revenue Service under the Contract.

c. Facility Inspection: DDOT will furnish a facility condition assessment approximately one (1) month prior to the proposal submission date confirming current conditions of each of their three DDOT Bus Facilities and all assets (equipment, systems, etc.) that the Contractor will, following Contract award, be expected to maintain (DDOT’s three facilities will be Hains Point, South Capitol Street, and a 2-acre site to be determined). The inspection shall consist of a walk-through with the previous Operator and the Contractor and DDOT of each facility. The purpose of this inspection is to establish the
condition of the Facility, as of the inspection date, and to determine the specific repairs that need to be performed to assure the facility is in a safe and sound condition and in good repair, normal wear and tear excluded. Planned repairs will also be identified and expenses will be borne by parties other than the Contractor. See C.5.11.13. for continuing discussion of the facility assessment process.

C.5.11.6 Assumption of Responsibility

Beginning on the Commencement Date, the Contractor shall assume responsibility for maintenance and repair of all Revenue Vehicles, Non-Revenue Vehicles, Equipment, and the Facility in accordance with the Contract.

C.5.11.7 End of Contract

The Contractor selected as a result of this procurement shall cooperate with DDOT to effect a smooth transition to any successor Contractor at the expiration of this Contract. At the end of the contract period, if the services of the Contractor are not continued by DDOT, the Contractor is required to facilitate an orderly transition to the new contractor or DDOT personnel. This responsibility includes leaving all equipment occupied or used by the Contractor in a state of good repair; and ensuring that all records are up to date and available to DDOT.

C.5.11.8 Cooperation

The Contractor shall provide DDOT and any new service provider reasonable access to the operating facility and the Revenue Vehicles. The Contractor shall make necessary arrangements with any subsequent Contractor in conjunction with DDOT for the transfer of all DDOT-owned equipment, vehicles, and software, sale of any Contractor-owned equipment or materials that the Contractor does not seek to retain, and information necessary to facilitate the transition process. Contractor shall ensure that adequate insurance is provided by the incoming contractor and that inspection and testing of vehicles does not prevent operation of contractually-required service. The Contractor is required to work with the new contractor to facilitate transition of its existing personnel assigned to the DC Circulator to a new contractor (new employer). The contractor is also required to maintain Garage Keeper’s Liability insurance for each of DDOT’s three facilities. DDOT must be included as a Named Insured under this policy.

C.5.11.9 Data and Documents

Within sixty (60) days of execution of the end of Contract, the Contractor shall submit a Post Contract Service Transition Plan for review and approval by DDOT. The plan shall include, but is not limited to, the following provisions:

a. All records associated with the Contract including all maintenance documentation vehicles, equipment, and facilities;

b. To the extent permitted by law, wage, benefit, employee records and other relevant information relating to any Contractor employees who at any time engaged in providing
the DDOT services;
c. Copies of all leases, permits, licenses, and other relevant documents, including any
   service information and promotional material; and,
d. All documents pertaining to Drug and Alcohol requirements.
e. At the expiration of this Contract, the Contractor shall furnish all records associated with
   the DDOT Contract to DDOT for DDOT’s retention in accordance with DDOT records
   retention policy.

C.5.11.10 Turnover of Assets

The Contractor shall return to DDOT all DDOT owned vehicles, equipment, tools, and facilities
in sound mechanical and operating condition less normal wear and tear, in accordance with the
standards of the Contract. The condition of the vehicles shall be determined by fleet and facility
inspections conducted by independent maintenance auditors selected by DDOT, who are
experienced in transit vehicle operations and maintenance, and vehicle and equipment
inspections. The Contractor shall designate an individual, with decision making authority, to be
the Contractor’s representative in the vehicle and equipment inspection and the Facility
inspection. Additionally, the Contractor shall be solely responsible for the cost and expense of
the turnover inspections.

a. The first of these inspections (hereinafter referred to as the “initial inspection”) shall be
   performed by DDOT’s auditors approximately three (3) months prior to the expiration of
   the Contract. A second inspection (hereinafter referred to as the “final inspection”) shall
   be performed by DDOT’s auditors on or around the expiration date of the Contract. The
two (2) inspections shall be employed as described in the following subsections. The
Contractor shall return all vehicles owned by DDOT to DDOT no later than 11:59 pm on
the date of termination of this Contract.

b. Initial Inspections: The purpose of the turnover inspections will be to establish the
   condition of the DDOT owned vehicle fleet, equipment, and facilities, as of the
   inspection date, and to determine the specific repairs and maintenance that needs to be
   performed in order to ensure that all DDOT owned vehicles, equipment and facilities will
meet the standards specified in the Contract. The analysis of findings for turnover
inspections will discern which, if any, of the defects or deficiencies cited can be
considered “normal wear and tear.” When a suggested defect or deficiency is a judgment
call, the auditor will be charged with proposing a fair and equitable solution. The auditor
will be the sole arbiter in decisions relating to accountability for deferred maintenance
and the auditor’s decisions will be binding.

c. The Contractor at its sole cost and expense shall perform repairs identified in the initial
   inspection, or the Contractor shall, with DDOT concurrence, pay to DDOT the sums set
   forth in the inspection report for such repairs. The Contractor shall notify DDOT within
30 days of the date it receives the auditor’s report whether it intends to complete the
repair work itself or whether it intends to pay DDOT for the cost of said work. In the
event the Contractor elects to perform the work itself, the Contractor shall, within five (5)
days of such election, post a letter of credit or other security acceptable to DDOT in an
amount equal to the estimated repair costs, to be payable to DDOT if the repairs are not completed by the conclusion of the Contract. In the event the Contractor elects to pay DDOT for the cost of the repairs, the Contractor shall do so in full within five (5) days of such election. The Contractor shall not be eligible for any additional compensation for the costs of the audit or the costs of the necessary repairs or maintenance resulting therefrom.

C.5.11.11 Vehicle Inspection

Auditor-provided information shall at a minimum include, but not be limited to:

a. Copies of the inspection procedures for each make and model vehicle, including blank copies of the approved checklist.
b. Copies of the completed reports for each vehicle inspected showing which items passed, which failed, and which were indeterminate, with accompanying explanatory notes. Forms will be divided into functional categories including but not limited to:

   i. Structural Frame/Chassis
   ii. Suspension
   iii. Engine
   iv. Transmission
   v. Electrical Systems
   vi. Air System
   vii. Brake System
   viii. Climate Control
   ix. Interior Driver Controls
   x. Interior Passenger Controls
   xi. Interior Condition
   xii. Exterior Body Condition
   xiii. Tires
   xiv. Lights
   xv. Engine Compartment
   xvi. Accessibility Features
   xvii. Farebox
   xviii. Destination Signs
   xix. Operating Tests
   xx. Maintenance Records
   xxi. Fluid Samples
   xxii. Ancillary equipment
c. Summarized list of defects found on each vehicle inspected, listed by functional category.
d. A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
e. The number of vehicles that share the same defect.
f. Defects will be rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency. The analysis will also include discussion of the severity or detrimental impact that these defects pose in terms of safety, comfort and
convenience, structural integrity, life expectancy of the engine, transmission or other major components and subsystems including fuel economy or other associated repair costs.
g. Repair cost estimates for each vehicle, broken down by parts cost, labor hours, labor rates, and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the Outgoing Contractor to the Incoming Contractor whereby the Incoming Contractor assumes full responsibility for maintenance and repair of all vehicles as at the time the fleet is transitioned.
h. As part of the final inspection, digital photos will be taken of all body and interior damage for easy review, corrective actions, and historical record.

C.5.11.12 Facility Turnover Inspection

The Outgoing Contractor shall be responsible for ensuring paint, flooring, carpeting and similar maintenance/upkeep items in its contractually-defined areas are in a condition, state of good repair, and appearance similar to that for comparable areas in DDOT portions of the facility. The assessment will otherwise largely be limited to major systems and equipment that are the responsibility of the Outgoing Contractor to maintain and repair.
a. Auditor-provided information will include:
   i. A copy of the facility inspection procedures, including completed report and blank copies of the approved checklist;
   ii. A summarized list of defects found in the facility inspected, listed by functional category;
   iii. A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture;
   iv. A list of defects rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency;
   v. Repair cost estimates for each facility defect and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the Outgoing Contractor to the Incoming Contractor whereby the Incoming Contractor assumes full responsibility for maintenance and repair of the facility at the time the contract is transitioned; and,
   vi. Digital photos to be taken of all facility damage for easy review, corrective actions, and historical record.
b. Final Inspection: The parties together with the auditor shall conduct a final inspection of DDOT owned vehicles, equipment, and facilities on or about the date the Contract expires to determine that the repair work required to be performed pursuant to the initial inspection report is in fact complete and to identify any additional repairs needed to be made that arose or were otherwise identified since the initial inspection was completed. If the Contractor elects to complete the repair work itself and any repair work remains incomplete as of the date the DDOT owned vehicles, equipment, and facility are returned to DDOT, then the Contractor shall pay to DDOT on that date an amount equal to the cost of the remaining repair work as determined by the auditor or DDOT shall deduct the amount from the latest invoice submitted by the Contractor. Contractor shall also be responsible for any vehicle lease costs incurred by the incoming Contractor if repairs
cannot be made within the Transition period while maintaining required service levels.

c. Provided the Contractor either posts security acceptable to DDOT or pays to DDOT any payments required to complete the repair work as stated in this subparagraph, DDOT shall not withhold or deduct any sums otherwise due to the Contractor pursuant to the invoices rendered by it for services completed up to and including the date the Contract terminates, and all such invoices will be paid in accordance with the Contract.

SECTION D: PACKAGING AND MARKING

D.1 RESERVED

SECTION E: INSPECTION AND ACCEPTANCE

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

E.2 All Work shall be subject to inspection and testing by DDOT at all times and places during the Contract term. All inspections by DDOT shall be made in such manner as to not unduly delay the Work. DDOT shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records which pertain to the Contractor’s performance under the Contract.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of five (5) years and three months commencing upon the date of award with three (3) five (5) year option periods for a potential total of twenty (20) years and three months.

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 three (3) five-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty (20) years and three months.
**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.11 in accordance with the following:

<table>
<thead>
<tr>
<th>Start Up Deliverable</th>
<th>Internal Reference</th>
<th>Format</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transition and Start Up Plan, to include Pre-Revenue Activities Chart and Milestone Chart</td>
<td>G.4.2 Start Up Period Invoicing, line 1 J.13.1 Start Up Period, line 1 C.5.11.3 Cooperation</td>
<td>MS Word document</td>
<td>30 days after award</td>
</tr>
<tr>
<td>Copies of Subcontracts</td>
<td>H.9.3 Copies of Subcontracts, line 1</td>
<td>PDF document</td>
<td>21 days after award</td>
</tr>
<tr>
<td>Certificates of Insurance</td>
<td>I.8 INSURANCE, paragraph A, line 4</td>
<td>PDF document</td>
<td>Immediately upon award, prior to commencing work</td>
</tr>
<tr>
<td>Operations Standard Operating Procedures</td>
<td>C.5.1.1</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Operations</td>
<td>C.5.1.1.a</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Communications</td>
<td>C.5.1.1.b</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Safety/Security</td>
<td>C.5.1.1.c</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Training</td>
<td>C.5.1.1.d</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Operator Management</td>
<td>C.5.1.1.e</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Start Up Deliverable</td>
<td>Internal Reference</td>
<td>Format</td>
<td>Due Date</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------------------------------</td>
<td>-------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Maintenance/Fare Collection</td>
<td>C.5.1.1.f</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Customer Service</td>
<td>C.5.1.1.g</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Drug and Alcohol Testing Program, to include copies of all required licenses and certifications for a DHHS certified testing lab</td>
<td>C.5.6 Substance Abuse Testing C.5.6.c</td>
<td>MS Word document, PDF document</td>
<td>120 days following award</td>
</tr>
<tr>
<td>Blocking and Runcutting Plans</td>
<td>C.5.1.9 Blocking and Runcutting, line 2 C.5.11.4 Documentation, line 15</td>
<td>PDF document</td>
<td>Two weeks prior to start of revenue service</td>
</tr>
<tr>
<td>Proposed Extra Board Schedule</td>
<td>C.5.1.14 Extra Board, line 1</td>
<td>PDF document</td>
<td>30 days prior to start of revenue service</td>
</tr>
<tr>
<td>Out-of-Service Turnsheets</td>
<td>C.5.1.18 Turnsheets, line 5</td>
<td>PDF document</td>
<td>At least 60 days before the start of revenue service</td>
</tr>
<tr>
<td>Service Disruption Plan</td>
<td>C.5.1.27 Service Disruption, line 4</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Standard Operating Procedures for Fare Collection and Handling</td>
<td>C.5.1.30 Fare Collection, line 2 C.5.1.33 Written Security Procedures and Fare Collection Monitoring, line 2</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Staffing Plan</td>
<td>C.5.5 Employee Structure and Policies C.5.5.23 Personnel Policies</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Battery-Electric Vehicle Management Plan</td>
<td>C.5.6.6 Battery-Electric Vehicles, line 4</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
<tr>
<td>Parts and Warehousing Plan</td>
<td>C.5.6.9 Inventory Requirements, line 14</td>
<td>MS Word document</td>
<td>10 days after award and not less than 30 business days prior to initiating service</td>
</tr>
</tbody>
</table>
## Table 6: Performance Period Deliverables

<table>
<thead>
<tr>
<th>Performance Period Deliverables</th>
<th>Internal Reference</th>
<th>Format</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collision Incident Report</td>
<td>C.5.1.4 Collisions C.5.9.11 Collision and Incident Reporting</td>
<td>PDF document</td>
<td>Within 20 days of the incident</td>
</tr>
<tr>
<td>Collision Repair Report</td>
<td>C.5.1.4.b Collisions</td>
<td>PDF document</td>
<td>Within 48 hours of work order completion</td>
</tr>
<tr>
<td>NTD Collision and Incident Reports</td>
<td>C.5.1.4.d Collisions C.5.9.11 Collision and Incident Reporting</td>
<td>PDF document</td>
<td>Within 20 days of the incident</td>
</tr>
<tr>
<td>Traffic Violation Notices Received</td>
<td>C.5.1.4.e Collisions</td>
<td>PDF document</td>
<td>Immediately, same day as the receipt of notice and no later than one business day after receipt of notice</td>
</tr>
<tr>
<td>Performance Period Deliverables</td>
<td>Internal Reference</td>
<td>Format</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Proposed Runcuts for Planned Modifications</td>
<td>C.5.1.25.e Planned Modifications</td>
<td>PDF document</td>
<td>Within 21 days of receiving the final route schedules</td>
</tr>
<tr>
<td>Extra Work/Special Event Service Report</td>
<td>C.5.1.28 Extra Work/Special Event Service(s)</td>
<td>Monthly invoice</td>
<td>By monthly invoice following work completion</td>
</tr>
<tr>
<td>Monthly Revenue Reports, to include copies of all deposit slips, and revenue collection errors</td>
<td>C.5.1.30 Fare Collection C.5.1.30.g C.5.1.30.i</td>
<td>Monthly invoice</td>
<td>By monthly invoice following conclusion of service month</td>
</tr>
<tr>
<td>Reconciliation of bank deposits</td>
<td>C.5.1.30.g Fare Collection</td>
<td>Monthly invoice</td>
<td>Each second monthly invoice</td>
</tr>
<tr>
<td>Daily revenue reconciliation documentation</td>
<td>C.5.1.32 Fare Auditing</td>
<td>PDF document</td>
<td>Upon DDOT request</td>
</tr>
<tr>
<td>Notice of Warranty Voidance</td>
<td>C.5.2.10 Warranty Requirements</td>
<td>PDF document</td>
<td>Immediately, same day as the receipt of notice and no later than one business day after receipt of notice</td>
</tr>
<tr>
<td>Operator criminal background, employment, and DMV records and findings</td>
<td>C.5.5.11.b Vehicle Operators C.5.5.11.c</td>
<td>PDF document</td>
<td>Upon DDOT request</td>
</tr>
<tr>
<td>Vehicle Maintenance Records</td>
<td>C.5.6.7 Vehicle Maintenance Records</td>
<td>PDF documents</td>
<td>Upon DDOT request</td>
</tr>
<tr>
<td>Overhaul Program</td>
<td>C.5.6.38 Overhaul Program</td>
<td>MS Word document</td>
<td>1 year after award</td>
</tr>
<tr>
<td>Audit Repair Schedule</td>
<td>C.5.8.6 Repairs</td>
<td>PDF document</td>
<td>10 calendar days after notification of deficiencies to be repaired</td>
</tr>
<tr>
<td>National Transit Database data</td>
<td>C.5.9.1 Documentation</td>
<td>MS Excel document</td>
<td>30 days of DDOT request</td>
</tr>
<tr>
<td>Monthly Invoice</td>
<td>C.5.9.5 Financial Records</td>
<td>Monthly invoice</td>
<td>15th calendar day of each month</td>
</tr>
<tr>
<td>Daily Operations Reports</td>
<td>C.5.9.6 Daily Operations Report</td>
<td>Email</td>
<td>Daily</td>
</tr>
<tr>
<td>Performance Period Deliverables</td>
<td>Internal Reference</td>
<td>Format</td>
<td>Due Date</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------</td>
<td>-------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Weekly Operations Reports</td>
<td>C.5.9.7 Weekly Operations Report</td>
<td>PDF document</td>
<td>3:00 pm each Wednesday</td>
</tr>
<tr>
<td>Monthly Operations Reports</td>
<td>C.5.9.8 Monthly Operations Report</td>
<td>PDF document</td>
<td>15\textsuperscript{th} day of each calendar month</td>
</tr>
<tr>
<td>Quarterly Reports</td>
<td>C.5.9.9 Quarterly Reports</td>
<td>PDF document</td>
<td>30 days after the end of the quarter</td>
</tr>
<tr>
<td>Annual Reports</td>
<td>C.5.9.10 Annual Report</td>
<td>PDF document</td>
<td>Yearly before the first day of November</td>
</tr>
<tr>
<td>Incident/Public Comment Reports</td>
<td>C.5.9.12 Incident/Public Comment Reporting</td>
<td>PDF document</td>
<td>Upon DDOT request</td>
</tr>
<tr>
<td>Ridership/Fare Validation error reports</td>
<td>C.5.9.14 Ridership/Fare Validation</td>
<td>PDF document</td>
<td>Monthly, no later than the 15\textsuperscript{th} of the following month</td>
</tr>
<tr>
<td>Post Contract Service Transition Plan</td>
<td>C.5.11.9 Data and Documents</td>
<td>MS Word document</td>
<td>Within 60 days of execution of the end of Contract</td>
</tr>
</tbody>
</table>

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5 that is required by the 51 percent District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper
invoices, 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
Associate Chief Financial Officer with concurrent copies to the CA specified in Section
G.11 below. The address of the CFO is:

    District Department of Transportation
    Office of the Associate Chief Financial Officer
    2000 14th Street NW, 6th Floor
    Washington, DC 20009
    Telephone: 202-671-2301

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 percent District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO’s final determination or approval of waiver of the Contractor’s compliance with 51 percent District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Invoice Payment

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor (see G.8 The Quick Payment Clause).

G.4.2 Revenue period invoicing

Invoicing for the revenue period will be based on revenue hours operated. The monthly invoices shall be supported by back-up documentation as may be required by DDOT to establish that the amounts are allowable. Required back-up documentation shall include but not be limited to monthly operational, ridership and fleet statistics.

G.4.3 Calculation of Payment Method

Invoicing for start up costs will be in accordance with Section G.5. Invoicing for Revenue Service shall be the fixed price for that period, plus the variable prices for services rendered in that period, plus any reimbursable costs or incentive additions, and less any adjustments, disincentive reductions, or other justified withholdings as indicated below.

G.4.4 Maximum Markup for Subcontractors

The maximum allowable markup for subcontractors shall be limited to no more than 3%.

G.4.5 Direct Salary Expense

Direct Salary Expense (“DSE”) is defined as the actual salaries expressed on an hourly wage basis, prior to deduction for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Contractor’s employees directly engaged on the Contract (and performing consultations, or research or preparing documents for the Contract). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and
similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Contract. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Contractor and its subcontractors including, but not limited to, Key Personnel as defined in this Contract, officers, principals, associates, job captains, who are performing consultation, research or design, or who are producing documents pertaining to the Contract, or who are performing program management services during any component of the Contract or any component thereof that are directly attributable to, and necessary for, program management related to such work.

The Offeror shall include in its proposal Year 1 pricing only (start up period plus first twelve months of Revenue Service). For the purposes of evaluation, the Offeror’s Year 1 base period pricing will be multiplied by the adjustment cap of 3.35% for the remaining base period and the option period one (first 10 years).

G.4.6 Indirect Cost Rate

Notwithstanding the foregoing definition of DSE, Consultant’s indirect cost rate shall comply with 48 CFR Part 31 (Federal Acquisition Regulation); 2 C.F.R. Part 200; and 23 C.F.R. § 172. Subcontractor’s indirect cost rates are subject to the same requirements. Contractor shall provide separate indirect cost rates for home office and co-location when required. Contractor’s indirect cost rate is subject to audit. An indirect cost rate that is cognizant-approved, or otherwise acceptable under then-current laws and regulations, shall be used. Contractor’s that do not have an audited, cognizant-approved indirect cost rate may use provisional rates to the extent permitted by, and in accordance with, the Federal Acquisition Regulation.

G.4.7 Maximum Profit Rate

Contractor’s maximum profit rate, when based on hourly rates, shall be no more than ten percent (10%) of the total of DSE plus the approved indirect cost rate.

G.4.8 Hourly Rate Compensation

Contractor’s compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit. The loaded fixed hourly rate must include a rate for all the Key Personnel categories identified in Section C.5.5.1 as well as other work classifications which may be necessary. The Contractor shall provide a loaded fixed hourly rate for Year 1 of Revenue Service for the base period.

G.4.9 Aggregate Contract Ceiling

The aggregate ceiling under this Contract shall be established at award. The District shall not reimburse the Contractor for unauthorized expenses in excess of the maximum amount.

G.4.10 Subcontract Work or Equipment
Subcontracted work and equipment shall be billed at cost (including direct and indirect costs, overhead, and profit), plus a negotiated markup fee not to exceed 3%. The billing rates shown in Section J.A.10 shall include DSE, approved indirect cost rate, and the Contractor’s profit or fee.

G.4.11 Indirect Cost Rate Audit

The Contractor and subcontractor’s indirect cost rates will be subject to review and audit by DDOT for the life of the Contract. A subcontractor is an independent contractor providing services to and under direct contract to the Contractor for a portion of the Contractor’s negotiated services. If such an audit finds that the accepted indirect cost rate (the rate applied to DSE in calculating the loaded fixed hourly rates for this contract) is unjustified, the loaded fixed hourly rates for the Contract will be recalculated using the indirect cost rate supported by the audit and the amounts payable under this contract will be changed accordingly. Hourly billing rates consist of the sum of approved DSE, approved indirect cost, and allowable profit or fixed fee for each classified employee.

G.4.12 Certified Payroll

Prior to award of the Contract, the Contractor shall be required to submit certified payroll for all anticipated staff working on the project – including certified payroll for all subcontractors (or when subcontractors are determined). Certified payroll will be required to be submitted annually throughout the life of the Contract.

G.4.13 Invoice Audit

A detailed audit will be performed at DDOT’s discretion to verify the billable hours. DDOT reserves the right to adjust payment based on the outcome of the audit. No payment will be made for hours billed in which the Circulator was not in Revenue Service.

G.4.14 Audit Settlement

If at any time during the term of the Contract or at any time after the expiration or termination of the contract, authorized representatives of DDOT or of any other agency funding this Contract, if applicable, conduct an audit of the Contractor regarding the services provided to DDOT per terms of the Contract, and if such audit finds that DDOT’s dollar liability for such service is less than the payments made by DDOT, then the Contractor agrees that the difference shall be either: 1.) repaid within ten days by the contractor to DDOT by cash payment, or 2.) at DDOT’s option, credited against any future payment hereunder to the contractor. If such audit finds that DDOT’s dollar liability for services provided hereunder is more than payments made by DDOT to the Contractor, then difference shall be paid to the contractor by DDOT, provided that in no event shall DDOT’s maximum obligation for the contract, as set forth in the contract, be exceeded.

G.5 Start Up Period Invoicing

Invoicing for the Start Up will be in accordance with the schedule, deliverables and major tasks as set out in the Contract. Once approved, the Contractor shall submit invoices based on the
Milestone Chart and include percent completion for payment.

G.6 Reimbursable Costs

The Total Not to Exceed amount for reimbursable costs for the base period and each option period shall be $25,000,000 to total no more than $100,000,000 over the potential twenty (20) year period of Revenue Service. Only direct costs and associated markup may be reimbursed. The amount for reimbursements shall not exceed the Total Not to Exceed amount per category. Reimbursable purchases must be preapproved and deemed allowable by preauthorized written consent from the CO within the categories set forth below in Table 7: Reimbursable Cost Categories. Reimbursable purchases may be made under the following categories:

G.6.1 New buses (leased or owned) - To include purchase or lease of additional Vehicles used in revenue service.

G.6.2 Bus and service components - To include enhancements, parts, or other components as directed by DDOT for revenue operation of Vehicles.

G.6.3 Facility-related services - To include repairs or improvements of Circulator DDOT Bus facilities and property for service operation and maintenance.

G.6.4 Mid-life overhaul of fleet - To include repairs and rehabilitation necessary to bring Vehicles to a state of good repair.

G.6.5 Customer service enhancements - To include purchase of signs, printed or electronic media, or other provisions to facilitate customer service.

Table 7: Reimbursable Cost Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Base Period Cap Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>New buses (leased or owned)</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Bus and service components</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Facility-related services</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Mid-life overhaul of fleet</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>Customer service enhancements</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Total Not to Exceed</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>

G.6.6 The total contract amount will include the reimbursable costs. Reimbursable cost items will be procured by the contractor, as direct expenses plus a markup to be proposed by the Offeror.

G.6.7 Designation of a purchase as eligible for reimbursement is at the discretion of DDOT. Such purchases shall be made only with preauthorized written consent of the CO. Receipts for all reimbursable costs shall be presented with invoices for payment.

G.6.8 The Contractor must notify the Contract Administrator, in writing, whenever it
has reason to believe that the total cost for the performance of the additional work permitted in this section will be greater than the cost reimbursement ceiling and provide a justification warranting the ceiling be raised to a specific amount.

G.6.9 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling and the Contractor shall not incur costs in excess of the cost reimbursement ceiling, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.6.10 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs.

G.6.11 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified, unless the change order specifically increases the cost reimbursement ceiling.

G.7 ASSIGNMENT OF CONTRACT PAYMENTS

G.7.1 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.7.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.7.3 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.8 THE QUICK PAYMENT CLAUSE

G.8.1 Interest Penalties to Contractors

G.8.1.1 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 percent 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.8.1.2** 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.8.2 Payments to Subcontractors**

**G.8.2.1** 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.8.2.2** 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 percent 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.8.2.3** 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.8.2.4** 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.10.7 Subcontract requirements**

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

**G.9 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:

Ana Rangel  
Office of Contracting and Procurement  
55 M Street SE, 7th Floor  
Washington, DC 20003  
Telephone: (202) 524-8136  
Email address: ana.rangel@dc.gov

G.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.10.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

G.10.2 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.10.3 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.11 CONTRACT ADMINISTRATOR (CA)

G.11.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.11.2 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.11.3 Coordinating site entry for Contractor personnel, if applicable;

G.11.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.11.5 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.11.6 Maintaining a file that includes all contract correspondence, modifications, records of
inspections (site, data, equipment, etc.) and invoice or vouchers.

G.11.7 The CA will be identified upon Contract award and their address and telephone number will be provided in the CA delegation letter.

G.11.8 The CA shall NOT have the authority to:

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

G.11.9 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 7, dated July 25, 2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Clause 24 of the Standard Contract Provisions. If an option is exercised, the
Contractor shall be bound by the applicable wage rates at the time of the exercise of the option, as negotiated by the labor union. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

1. Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
2. Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee’s conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee’s original job or to an equivalent position with equivalent:
   a) Pay;
   b) Accumulated seniority and retirement;
   c) Benefits; and
   d) Other applicable service credits;
3. Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
4. Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
5. Require an employee to take leave if a reasonable accommodation can be provided; or
6. Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

1. New employees at the commencement of employment;
2. Existing employees; and
3. An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.
H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION


H.4.2 The Contractor shall not:

1. Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual’s status as unemployed; or
2. Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
   a. Any provision stating or indicating that an individual’s status as unemployed disqualifies the individual for the job; or
   b. Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual’s status as unemployed.

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

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

H.5.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act). See also H.1, Hiring of District Residents as Apprentices and Trainees.

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

1. The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

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

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

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

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

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

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

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

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

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of $250,000, at least 35 percent of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs). It is anticipated that the Contractor will subcontract the administration and third party purchasing functions to meet this goal.

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35 percent of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
H.9.1.3 A prime contractor that is certified by the District Department of Small and Local Business Development (DSLBD) as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

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

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

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

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

H.9.2 Subcontracting Plan

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

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts
Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

**H.9.4 Subcontracting Plan Compliance Reporting**

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

a) The price that the prime contractor will pay each subcontractor under the subcontract;

b) A description of the goods procured or the services subcontracted for;

c) The amount paid by the prime contractor under the subcontract; and

d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

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

**H.9.5 Annual Meetings**

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

**H.9.6 Notices**

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

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

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

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
H.9.7.3 If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the Standard Contract Provisions, “Default.”

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

H.10.5 This section and the provisions of the Act shall not apply:
1. Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
2. To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
3. To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
4. To employers that employ less than 11 employees.

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

H.11 RESERVED

H.12 RESERVED

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The Key Personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key Personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit
justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of Key Personnel.

H.14 ADVISORY AND ASSISTANCE SERVICES

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

H.15 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

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

H.15.1 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: Operators.

H.15.2 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.15.3 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.15.4 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

A. a written authorization which authorizes the District to conduct a criminal background check;
B. a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

C. a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

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

H.15.4 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.15.5 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

A. To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
B. To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their
equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.15.4 C;
C. To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
D. To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
E. To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

H.15.6 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.15.7 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.15.8 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.15.9 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.15.10 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.15.11 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR’s decision after his or her assessment of the criminal background or traffic record check.

H.15.12 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR’s decision after his or her assessment of the criminal background or traffic record check.

H.15.13 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.15.14 Unless otherwise specified herein, the Contractor shall conduct periodic criminal
background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.15.1 and H.15.2.

H.15.15 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.

H.15.16 The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.15.17 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.15.18 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS


I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME
Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

A Definitions

“Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

1. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
2. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

B Title to Project Deliverables

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

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

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

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

Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D Subcontractor Rights

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

E Source Code Escrow

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 General Requirements

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

I.8.2 All required policies shall contain a waiver of subrogation provision in favor of the
1.8.3 The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1.8.4.1 Commercial General Liability Insurance (“CGL”)

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $5,000,000 each occurrence, a $10,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $5,000,000 personal and advertising injury limit, and a $5,000,000 products-completed operations aggregate limit.

1.8.4.2 Automobile Liability Insurance
The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) $5,000,000 per occurrence combined single limit for bodily injury and property damage.

I.8.4.3 Workers’ Compensation Insurance

The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.4.4 Employer’s Liability Insurance

The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: $5,000,000 per accident for injury; $5,000,000 per employee for disease; and $5,000,000 for policy disease limit.

I.8.4.5 All insurance required by Sections I.8.4.3 and I.8.4.4 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

I.8.4.6 Cyber Liability Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $10,000,000 per occurrence or claim, $10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, tradename, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

I.8.4.7 Environmental Liability Insurance

The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs
and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor’s pollution legal liability policy or (ii) $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site Operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

**I.8.4.8 Employment Practices Liability**

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.

**I.8.4.9 Commercial Umbrella Liability**

The Contractor shall provide evidence satisfactory to the CO of commercial umbrella liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella liability policy or (ii) $35,000,000 per occurrence and $35,000,000 in the annual aggregate, following the form and in excess of the underlying employers’ liability, commercial general liability, commercial automobile liability, professional liability, and employment practices liability policies, with an effective date that is concurrent with such liability policies. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self- insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**I.8.4.10 Garage Liability Insurance**

The Contractor shall provide evidence satisfactory to the Contracting Officer of a policy that covers bodily injury or property damage caused by an accident arising out of garage operations, including operations necessary and / or incidental to the garage operation. The policy shall provide limits of $1,000,000 each accident, garage operations and $2,000,000 annual aggregate, from garage operations.
I.8.4.11 Garagekeepers Comprehensive Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer of a policy that covers loss to a customer’s auto left in the insured’s care, custody or control – for servicing, repairing, parking and/or storage. The policy shall provide $1,000,000 limit providing collision and comprehensive coverage at each specific location where District of Columbia vehicles are parked.

I.8.5 Bonding Requirements

The Contractor shall submit the following:

I.8.5.1 Bid Bond

Bid bond and a letter of bondability specifically addressing this contract to confirm full understanding of the bond requirements and bear witness of surety credit; surety’s T listing must be greater than contract value and have an AM Best rating (A-) or better. Bid bond will be for 10% of total bid value submitted.

I.8.5.2 Performance Bond Requirements

a) A penal sum of 100% of the total Contract price of Year 1 of the base period (5 years).

b) The Contractor shall be required to have a performance bond for all periods of performance under this Contract. If the District exercises an option, and for each option period, the performance bond requirement will be for 100% of the total Contract price of year one of the option period.

c) If the Contract price of Year 1 of the base period (or of an option period) increases, the Contractor shall procure additional bonding in an amount equal to 35 percent of the increase.

d) When the contract value is modified, the Contractor shall provide a consent of surety to the District. Modification means: i) new work beyond the scope of the original Contract; or ii) a change in the Contract price (upward or downward) by more than 25% or $50,000.

I.8.5.3 Labor & Material Payment Bond Requirements

a) A penal sum of 35% of the total Contract price for Year 1 of the base contract period (5 years).

b) The Contractor shall be required to have a payment bond for all periods of performance under this Contract. If the District exercises an option, and for each option period, the performance bond requirement will be for 35% of the total Contract price of year one of the option period.

c) If the Contract price of Year 1 of the base period (or of an option period) increases, the Contractor shall procure additional bonding in an amount equal to 35% of the increase.
d) When the Contract value is modified, the Contractor shall provide a consent of surety to the District. Modification means: i) new work beyond the scope of the original Contract; or ii) a change in the Contract price (upward or downward) by more than 25% or $50,000.

I.8.5.4 Primary and Noncontributory Insurance

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

I.8.5.5 Duration

The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

I.8.5.6 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.

I.8.5.7 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.

I.8.5.8 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.

I.8.5.9 Notification

The Contractor shall give not less than thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
I.8.5.10  **Certificates of Insurance**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to the Contracting Officer.

I.8.5.11  **Updated Certificates of Insurance**

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

I.8.5.12  **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.8.5.13  **Carrier Ratings**

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

I.9  **EQUAL EMPLOYMENT OPPORTUNITY**

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

I.10  **ORDER OF PRECEDENCE**

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
5. RFP, as amended
6. BAFOs (in order of most recent to earliest)
7. Proposal

I.11 DISPUTES

I.11.1 Disputes

This paragraph supersedes Article 14 of the Standard Contract Provisions (July 2010). All disputes arising under or relating to the contract shall be resolved as provided herein.

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

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:
   i. A description of the claim and the amount in dispute;
   ii. Data or other information in support of the claim;
   iii. A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
   iv. The Contractor’s request for relief or other action by the CO.

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

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

(4) The CO’s written decision shall do the following:
   i. Provide a description of the claim or dispute;
   ii. Refer to the pertinent Contract terms;
   iii. State the factual areas of agreement and disagreement;
   iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
   v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
   vi. Indicate that the written document is the CO’s final decision; and
   vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

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

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

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

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

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

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

Decisions of the CO shall be final and not subject to review unless the Contractor timely
commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

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

I.12 CONTINUITY OF SERVICES

I.12.2 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

1) Furnish phase-out, phase-in (transition) training; and
2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.3 The Contractor shall, upon the CO’s written notice:

1) Furnish phase-in, phase-out services for up to 90 days after this contract expires.
2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO’s approval.

I.12.4 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.12.5 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.12.6 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.13 FORCE MAJEURE

Force Majeure means, except for a declared emergency by a governmental entity, a delay, suspension or interruption due to strike; act of war; terrorism; insurrection; riot; injunction; fire, flood or similar act of providence; or other similar causes or events, to the extent that such causes or events are beyond the control of the party claiming an event of Force Majeure.
**SECTION J: ATTACHMENTS**

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

**Table 8: List of attachments**

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
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</thead>
<tbody>
<tr>
<td>Attachment J.A.8</td>
<td>Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>. Under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>Attachment J.A.9</td>
<td>First Source Initial Employment Plan (if contract is $300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>. Under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>Attachment J.A.10</td>
<td>Price Proposal Worksheets (“Price Sheets”)</td>
</tr>
<tr>
<td>Attachment J.A.11</td>
<td>District Residents New Hire Requirement and First Source Employment Agreement</td>
</tr>
<tr>
<td>Attachment J.A.12</td>
<td>DDOT Title VI Implementation Plan</td>
</tr>
<tr>
<td>Attachment J.A.13</td>
<td>DC Circulator Fleet</td>
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<td>Attachment J.A.14</td>
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<td>Attachment J.A.15</td>
<td>Past Performance Form</td>
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<tr>
<td>Attachment J.A.16</td>
<td>Past Performance Questionnaire</td>
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<tr>
<td>Attachment J.A.17</td>
<td>Past Performance Certification Form</td>
</tr>
</tbody>
</table>
SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Selection of Negotiation Process

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

L.2 PROPOSAL DUE DATE, ORGANIZATION AND CONTENT

L.2.1 Bids must be submitted no later than 2:00 pm local time on November 16, 2017. It is anticipated, but not binding on the District, that there will be no extensions to the proposal due date and time.

L.2.2 The Offeror shall submit two (2) attachments in its submittal: (1) a technical proposal, and (2) a price proposal. Six (6) copies of the proposal shall be submitted in separate three ring binders, with the original and each copy marked as “Original” and “Copy X of 5 Copies” as appropriate.

L.2.3 The Offeror shall label each binder, i.e., “Technical Proposal,” “Price Proposal.”

L.2.4 Offerors are directed to the specific proposal technical evaluation criteria found in Section L.22 of this solicitation, TECHNICAL EVALUATION FACTORS. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section J, Scope of Services.

L.2.5 Offerors shall complete, sign and submit all applicable Representations, Certifications and Acknowledgments as specified in Sections J and K.
L.2.6 The District will reject any offer that fails to include a subcontracting plan that is required by law. The subcontractor plan, while required, will not be evaluated.

L.2.7 An Offeror may modify or withdraw its proposal upon written or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the exact time set for opening of proposals.

L.2.8 The proposal responses shall follow the following format. They must be submitted as two separate volumes. Volume 1 shall be labeled Technical Proposal, Volume 2 shall be labeled Price Proposal. Volume 1 ("Technical") shall include the following tabs: a) Past Performance, b) Management Approach, c) Key Personnel, d) Technology & Innovation. Volume 2 ("Price") shall use Attachment J.A.10 to present their detailed pricing data and Section B.4 to submit final prices. In the event of a discrepancy, data submitted by Offeror at Section B.4 will govern.

L.2.9 Any proposals that take exceptions to the standard provisions will be deemed non-responsive.

L.2.10 Oral presentations: Offerors deemed responsive and responsible will be invited by the CO to provide oral presentations. Oral presentations made by the Offeror will include presentations by the Offeror’s selected Key Personnel who will address their responsibilities and role on the management team, and clarify their technical proposals. The presentation will be limited to ninety (90) minutes with a follow-on question and answer period not exceed thirty (30) minutes.

L.3 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 Proposals, modifications to proposals, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

a. The proposal or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of proposals; or,

b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the RFP;

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Submissions

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 HAND DELIVERY OR MAILING OF PROPOSALS

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

L.5 ERRORS IN PROPOSALS

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

L.6 QUESTIONS ABOUT THE SOLICITATION

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the CO via email; Offerors must include the solicitation number in the subject line and email questions to dccirculator@dc.gov. The prospective Offeror shall submit questions no later than thirty (30) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than thirty (30) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective proposers. An amendment to the solicitation will be issued if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7 PROTESTS

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

L.8  ACKNOWLEDGMENT OF AMENDMENTS

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

L.9  SIGNING OF PROPOSALS

L.9.1 The Offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts, which means an officer of the company or an agent appointed by the Board of Directors. Such an appointment shall be included as an addendum to the proposal. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the CO.

L.9.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.10  REQUIREMENT FOR A USB FLASH DRIVE OF PROPOSAL

The Offeror shall submit three USB flash drive copies of its price and technical proposals on three separate USB flash drives. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). The successful proposal will be published on the OCP
website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA
exemptions.

L.11  RESTRICTION ON DISCLOSURE AND USE OF DATA

L.11.1 Offerors who include in their proposal data that they do not want disclosed to the public
or used by the District except for use in the procurement process shall mark the title page
with the following legend:

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

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

L.11.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.12  PROPOSALS WITH OPTION PERIODS

The Offeror shall price the first twelve months of Revenue Service for the Base Period in the
price sheets, see J.A.10. Subsequent years of Contract performance will be determined by
applying a yearly formulaic adjustment to the price of the first twelve months of Revenue
Service. The Base Period and Option Period 1 will be evaluated in accordance with Section
M.3.2. Pricing for Option Period Two and Option Period Three will not be evaluated as part of
Section M.3.2.

L.13  UNNECESSARILY ELABORATE PROPOSALS

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

L.14  RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and
therefore will not be returned to the Offerors.
L.15 PROPOSAL COSTS

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

L.16 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the CO.

L.17 BEST AND FINAL OFFERS

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

L.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of Offeror;

L.18.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.18.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.
L.20  GENERAL STANDARDS OF RESPONSIBILITY

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

L.20.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.20.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20.3 Special Standards of Responsibility

In addition to the General Standards of Responsibility, to be found responsible for this Contract, an Offeror must be able to demonstrate that it:

a) Has experience as a prime contractor on a minimum of 5 contracts (including ongoing) of similar size and scope.
b) A contract of similar size and scope is defined as a multiyear bus operation and maintenance service contract with a yearly value of at least $15,000,000 and not to exceed $30,000,000.
L.21 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 1:00 pm on October 12, 2017 at 55 M Street SE, Room 439, Washington, DC 20003. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District’s E-Sourcing system’s messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.22 TECHNICAL EVALUATION FACTORS

L.22.1 Key Personnel

L.22.1.1 The District considers the following positions to be Key Personnel for this Contract:

   a) General Manager
   b) Assistant General Manager of Operations
   c) Assistant General Manager of Maintenance
   d) Assistant General Manager of Safety and Training
   e) Assistant General Manager of Administrative Services

L.22.1.2 The Offeror shall set forth in its proposal the names, titles and contact information of the Key Personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. See C.5.5.1 for required qualifications of the Key Personnel. Each resume shall be limited to one page in length.

L.22.2 Past Performance

Offerors must submit with their proposal a completed Past Performance Form, Attachment J.A.15, for their five (5) most recent (including ongoing) contracts for services that are similar in size and scope. A contract of similar size and scope is defined as a multiyear bus operation and maintenance service contract with a yearly value of at least $15,000,000 and not to exceed $30,000,000. Offerors are reminded to forward the Past Performance Questionnaire, Attachment
J.A.16, to the references identified in their Past Performance Form. References in this instance are the past performance contract owner and any point of contact listed, or any agent of the past performance contract owner. Offerors must certify to the accuracy and completeness of their Past Performance Form submission by submitting with their proposal a completed Past Performance Certification Form, Attachment J.A.17. If an Offeror fails to submit a complete list of all such contracts, the Offeror’s proposal will be considered non-responsive and may not be considered for award.

In determining past performance, the District may consider public information, as well as the past performance information provided by the Offeror and its references. Past Performance Questionnaires must be received by the CO no later than the time and date those proposals are due. The CO is under no obligation to consider Past Performance Questionnaires that are received after this deadline. By submitting this form, Offerors acknowledge and agree that the District may, but is under no obligation to, contact the references directly to discuss past performance.

**L.22.3 Management Approach**

The Offeror shall set forth in its proposal a narrative demonstrating a thorough and comprehensive understanding of the requirements and expertise required to successfully perform the duties and responsibilities of the Contract including transition and start up. This narrative shall be limited to ten (10) pages in length.

**L.22.4 Organization**

The Offeror shall set forth in its proposal an organization chart showing all functions and divisions of its proposed personnel plus a narrative explaining roles, responsibilities, and reporting lines. The chart shall be limited to one page (11” x 17” permitted) and the narrative shall be limited to ten (10) pages in length.

**L.23 PRICE**

The Offeror shall submit a separate volume containing its price proposal for performing the contract. See J.A.10 Price Sheets. The price proposal shall also include the information contained in L.22.4 Organization in order to ensure consistency between the price proposal and the proposed organization structure.

**SECTION M: EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.
M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Table 9: Technical Rating Scale

<table>
<thead>
<tr>
<th>Numeric Rating</th>
<th>Adjective</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Unacceptable</td>
<td>Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.</td>
</tr>
<tr>
<td>1</td>
<td>Poor</td>
<td>Marginally meets minimum requirements; major deficiencies which may be correctable.</td>
</tr>
<tr>
<td>2</td>
<td>Minimally Acceptable</td>
<td>Marginally meets minimum requirements; minor deficiencies which may be correctable.</td>
</tr>
<tr>
<td>3</td>
<td>Acceptable</td>
<td>Meets requirements; no deficiencies.</td>
</tr>
<tr>
<td>4</td>
<td>Good</td>
<td>Meets requirements and exceeds some requirements; no deficiencies.</td>
</tr>
<tr>
<td>5</td>
<td>Excellent</td>
<td>Exceeds most, if not all requirements; no deficiencies.</td>
</tr>
</tbody>
</table>

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

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

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below.

M.3.1 EVALUATION OF TECHNICAL CRITERIA (90 Points Maximum)

M.3.1.1 Past Performance (35 Points Maximum)

Evaluation of this factor will be based on the similarity of the size and scope of the past
performance contracts submitted by the Offeror. In addition, evaluation will be based on the quality of work, timeliness of performance, cost control, and business relationships as described in this section.

a) Quality of Work includes: compliance with contract requirements; accuracy of reports; appropriateness of personnel; and technical expertise.

b) Timeliness includes: meeting contract milestones; Contractor reliability; Contractor responsiveness to technical direction; on-time completion, including punch list items; and assessment of liquidated damages.

c) Cost control includes: within budget performance; current, accurate, and complete billings; relationship of negotiated costs to actual costs; cost efficiencies; and reasonableness of change orders.

d) Business relationships include: management of the work; coordination with other contractors and utilities; responsiveness to contract requirements; notification of contract problems; Contractor flexibility; compliance with contract labor requirements; and on-time payment of subcontractors.

M.3.1.2 Management Approach (25 Points Maximum)

This factor will be evaluated based on completeness of the proposed management approach and its match to the functional requirements in Section C.5. The proposed approach must demonstrate how the Offeror intends to fulfill the contract requirements. The proposed approach must demonstrate the Offeror’s understanding of key issues, potential risks and mitigation measures, and how quality control and assurance will be incorporated throughout the Contractors’ performance of the services.

M.3.1.3 Key Personnel (30 Points Maximum)

This evaluation factor considers the education, experience, knowledge, necessary skills, and expertise of the Key Personnel assigned to the Contract.

M.3.1.4 Oral Presentations (30 Points Maximum)

Offerors shall participate in an oral presentation and will be notified in writing of specific information about the location, time, and other details. Offerors shall have 60 minutes to provide their oral presentations and the presentation will be followed by a 30 minute segment for questions from the evaluation panel members. Evaluation of the oral presentation will be as follows:

a) Offeror’s demonstration of in-depth understanding of the functional requirements of this solicitation and their proposed management approach - maximum score of 8 points;

b) Demonstration of Key Personnel’s attention to customer service, education, experience knowledge, necessary skill and expertise; Key Personnel are strongly encouraged to be present at oral presentations - maximum score of 4 points;
c) Demonstrated capability of Offeror that Offeror's team used, has used best practice, new 
technologies, and innovation on past projects, and will show how it will be implemented 
in the Contract to ensure successful delivery – maximum score of 4 points;

d) Offeror’s understanding of key issues and potential mitigation measures – maximum 
score of 4 points;

e) Offeror discussion of how quality control will be incorporated throughout performance of 
the requirements – maximum score of 4 points; and

f) Offeror's response to questions from the evaluation panel members on Offeror’s 
demonstrated in-depth knowledge of project scope, potential required services, proposed 
project approach– maximum score of 8 points. Maximum possible subtotal: 30 points.

M.3.1.5 Technology and Innovation (10 Points Maximum)

This factor will be evaluated on the Offeror’s knowledge of best practices, new technology and 
innovation in bus operations management, and the Offeror’s approach to using best practices, 
technologies and innovations in bus operations management in the performance of this Contract.

M.3.2 PRICE CRITERION (70 Points Maximum)

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

\[
\frac{\text{Lowest price proposal (for the Base Period and for Option Period 1)}}{\text{Price of proposal being evaluated}} \times 70 \text{ Weight} = \text{Evaluated price score}
\]

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (24 Points 
Maximum)

M.3.4 TOTAL POINTS (224 Points Maximum)

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

M.4 EVALUATION OF OPTION PERIODS

The District will evaluate offers for award purposes by evaluating the total price for the Base 
Period and Option Period 1. Evaluation of options shall not obligate the District to exercise them. 
The total District’s requirements may change during the option periods. Quantities to be awarded 
will be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

**M.5.1 Application of Preferences**

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

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

**M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

**M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

**M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

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

**M.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise**
Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror’s certification with DSLBD, and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.1** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 4th Street NW, Suite 850N  
Washington DC 20001

**M.5.4.2** All vendors are encouraged to contact DSLBD at 202-727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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

STANDARD CONTRACT PROVISIONS

FOR USE WITH
ON-LINE SOLICITATIONS AND PURCHASE ORDERS ONLY

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

July 2010
STANDARD CONTRACT PROVISIONS
(FOR USE WITH ON-LINE SOLICITATIONS ONLY)

1. **Covenant Against Contingent Fees:**

   The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of the commission, percentage, brokerage, or contingent fee.

2. **Shipping Instructions – Consignment:**

   Unless otherwise specified in the Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor’s name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. **Patents:**

   The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. **Quality:**

   Contractor’s workmanship shall be of the highest grade, and all materials provided under this contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. **Inspection Of Supplies:**

   (a) “Supplies” as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

   (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor’s failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor’s risk and expense.
The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor’s or subcontractor’s premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

1. When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

2. Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor
corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor’s plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph 5(l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor’s plant at the Contracting Officer’s election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor’s plant and return to the original point when that point is not the Contractor’s plant. If the Contractor fails to perform or act as required in (m)(1) or (m)(2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor’s risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

(a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection
work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

(a) The District may, subject to the provisions of paragraph 8(c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

   (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

   (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall
continue the performance of this contract to the extent not terminated under
the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable
for any excess costs if the failure to perform the contract arises out of causes beyond
the control and without the fault or negligence of the Contractor. Such causes may
include, but are not restricted to, acts of God or of the public enemy, acts of the
District or federal government in either their sovereign or contractual capacity, fires,
floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually
severe weather; but in every case the failure to perform must be beyond the control
and without fault or negligence of the Contractor. If the failure to perform is caused
by the default of the subcontractor, and if such default arises out of causes beyond
the control of both the Contractor and the subcontractor, and without the fault or
negligence of either of them, the Contractor shall not be liable for any excess cost
for failure to perform, unless the supplies or services to be furnished by the
subcontractor were obtainable from other sources in sufficient time to permit the
Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph 8(a) of this clause, the
District, in addition to any other rights provided in this clause, may require the
Contractor to transfer title and deliver to the District, in the manner and to the extent
directed by the CO, (i) completed supplies, and (ii) such partially completed
supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information,
and contract rights (hereinafter called “manufacturing materials”) as the Contractor
has specifically produced or specifically acquired for the performance of such part
of this contract as has been terminated; and the Contractor shall, upon direction of
the CO, protect and preserve property in possession of the Contractor in which the
District has an interest. Payment for completed supplies delivered to and accepted
by the District will be at the contract price. Payment for manufacturing materials
delivered to and accepted by the District will be at the contract price. Payment for
manufacturing materials delivered to and accepted by the District and for the
protection and preservation of property shall be in an amount agreed upon by the
Contractor and CO; failure to agree to such amount shall be a dispute concerning a
question of fact within the meaning of the clause of this contract entitled
“Disputes”. The District may withhold from amounts otherwise due the Contractor
for such completed supplies or manufacturing materials such sum as the CO
determines to be necessary to protect the District against loss because of outstanding
liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is
determined for any reason that the Contractor was not in default under
the provisions of this clause, or that the default was excusable under the provisions of
this clause, the rights and obligations of the parties shall, if the contract contains a
clause providing for termination of convenience of the District, be the same as if the
notice of termination had been issued pursuant to such clause. See clause 16
Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive
and are in addition to any other rights and remedies provided by law or under this
contract.
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(g) As used in paragraph 8(c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. **Indemnification:**

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. **Transfer:**

No contract or any interest therein shall be transferred by the parties to whom the award is made unless approved in writing by the contracting officer. Any transfer made without the contracting officer’s written approval will be null and void and will be cause to annul the contract.

11. **Taxes:**

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statements may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District:

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

"The District of Columbia Government is Exempt from Maryland Sales Tax, Registered with the Comptroller of the Treasury as Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
b) Deliveries to Children’s Center – Exemption No. 4648
c) Deliveries to other District Departments or Agencies – Exemption No. 09339"

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12. **Appointment of Attorney:**

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. **District Employees Not To Benefit:**

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the CO or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 *et seq.*, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. **Disputes:**

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

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

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

1. A description of the claim and the amount in dispute;
2. Any data or other information in support of the claim;
3. A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
4. The Contractor's request for relief or other action by the Contracting Officer.

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

(c) For any claim of $50,000 or less, the CO shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the CO shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

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

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

(f) Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the
commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor’s claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code § 2-309.04.

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

C. Claims by the District against a Contractor

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

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the CO.

(2) The CO shall send written notice of the claim to the Contractor. The CO’s written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the CO’s final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
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(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

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

15. Changes:

The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in clause 14 Disputes. Nothing in this clause 15 shall excuse the Contractor from proceeding with the contract as changed.

16. Termination for Convenience of the District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the CO determines that a termination is in the District’s interest. The CO shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the CO, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the CO, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District
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will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the CO, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the CO, transfer title and deliver to the District (i) the fabricated or un fabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the CO may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the CO, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the CO. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the CO.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the CO of acceptable inventory schedules, the Contractor may submit to the CO a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the CO. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The CO may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the CO in the form and with the certification prescribed by the CO. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the CO upon written request of the Contractor within this one year period. However, if the CO determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the CO may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

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Subject to paragraph 16(d) above, the Contractor and the CO may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph 16 (f) below, exclusive of costs shown in subparagraph 16(f)(3), may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph 16(f) shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph 16(e).

If the Contractor and the CO fail to agree on the whole amount to be paid because of the termination work, the CO shall pay the Contractor the amounts determined by the CO as follows, but without duplication of any amounts agreed on under paragraph 16(e) above:

1. The contract price for completed supplies or services accepted by the District (or sold or acquired under paragraph 16(b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

2. The total of:
   (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph16(f)(1) above;
   (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph 16(f)(1) above; and
   (iii) A sum, as profit on paragraph 16(f)(1) above, determined by the CO to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the CO shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable cost of settlement of the work terminated, including-
   (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
   (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and
   (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the CO shall exclude from the amounts payable to the Contractor under paragraph 16(f) above, the fair value as determined by the CO, of SCP. 13
property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under clause 14 Disputes, from any determination made by the CO under paragraphs 16(d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph 16(d) or (j), and failed to request a time extension, there is no right of appeal. If the CO has made a determination of the amount due under paragraph 16(d), (f) or (j), the District will pay the Contractor (1) the amount determined by the CO if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the CO for an equitable adjustment of the price(s) of the continued portion of the contract. The CO shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the CO.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the CO believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor’s termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the CO because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor’s costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor’s office, at all reasonable times, without any direct charge. If approved by the CO, photographs,
micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. **Recovery Of Debts Owed The District:**

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. **Retention and Examination Of Records:**

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination or expiration of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, District, or other personnel duly authorized by the CO.

The CO, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. **Non-Discrimination Clause:**

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited.
by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;
(c) demotion, layoff, or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors’ books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, paragraphs 19(b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

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(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia, respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health and Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

(a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs 23(b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;
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(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the District determines that domestic preference would be inconsistent with the public interest; or

(4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:


(1) "Contractor," as used in this clause, means the prime contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulations. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees’ authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the
Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph 23(c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1(c)(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

   (a) Name and address;
   (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
   (c) Daily and weekly hours worked; and
   (d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph 23(c)(3) of this clause. A copy of the report required by paragraph (1) of this clause will fulfill this requirement.
(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) **Pay periods:** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) **Withholding of payments and termination of contract:** The Contracting Officer shall withhold from the prime Contractor under this or any other District contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) **Subcontracts:** The Contractor agrees to insert this clause in all subcontracts.

(l) **Contractor's report:**

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph 23(c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in

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effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) **Contractor's Certification:** By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in paragraphs 23(c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

**25. Cost and Pricing Data:**

(a) This paragraph and paragraphs 25(b) through (e) below shall apply to contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and
pricing data submitted was accurate, complete and current as of the date specified in
the contract or offer.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before
entering into any contract awarded through competitive sealed proposals or through
sole source procurement or before negotiating any price adjustments pursuant to a
change order or modification, submit cost or pricing data and certification that, to
the best of the Contractor's knowledge and belief, the cost or pricing data submitted
was accurate, complete, and current as of the date of award of this contract or as of
the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or
any cost reimbursable under this contract, was increased by any significant amount
because (1) the Contractor or a subcontractor furnished cost or pricing data that
were not complete, accurate, and current as certified by the Contractor, (2) a
subcontractor or prospective subcontractor furnished the Contractor cost or pricing
data that were not complete, accurate, and current as certified by the Contractor, or
(3) any of these parties furnished data of any description that were not accurate, the
price or cost shall be reduced accordingly and the contract shall be modified to
reflect the reduction.

(d) Any reduction in the contract price under paragraph 25(c) above due to defective
data from a prospective subcontractor that was not subsequently awarded, the
subcontract shall be limited to the amount, plus applicable overhead and profit
markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor,
if there was no subcontract, was less than the prospective subcontract cost estimate
submitted by the Contractor; provided that the actual subcontract price was not itself
affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent
buyers and sellers would reasonably expect to affect price negotiations significantly.
Cost or pricing data are factual, not judgmental, and are therefore verifiable. While
they do not indicate the accuracy of the prospective Contractor's judgment about
estimated future costs or projections, cost or pricing data do include the data
forming the basis for that judgment. Cost or pricing data are more than historical
accounting data; they are all the facts that can be reasonably expected to contribute
to the soundness of estimates of future costs and to the validity of determinations of
costs already incurred.

(f) The following specific information should be included as cost or pricing data, as
applicable:
(1) Vendor quotations;
(2) Nonrecurring costs;
(3) Information on changes in production methods or purchasing volume;
(4) Data supporting projections of business prospects and objectives and related
operations costs;
(5) Unit - cost trends such as those associated with labor efficiency;
(6) Make or buy decisions;
(7) Estimated resources to attain business goals;
(8) Information on management decisions that could have a significant bearing
on costs.
(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;
(2) final termination settlement; or
(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multyear Contracts:

(a) A multiyear contract 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.

(b) If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination of Contracts for Certain Crimes and Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

   (A) Any provision of the Procurement Practices Act of 1985, as amended, or
   (B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

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(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

28. Invoice Payment:

(a) 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.

(b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

(c) To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

(1) Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
(2) Contract number and invoice number;
(3) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
(4) Other supporting documentation or information, as required by the Contracting Officer;
(5) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
(6) Name, title, phone number of person preparing the invoice;
(7) Name, title, phone number and mailing address of person (if different from the person identified in 28(c)(6) above) to be notified in the event of a defective invoice; and
(8) Authorized signature.

(d) 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 required in paragraph 35(e) of clause 35 51% District Residents New Hires Requirements and First Source Employment Agreement.

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

29. Assignment of Contract Payments:

(a) 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.
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(b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

(c) 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)."

30. The Quick Payment Act:

(a) **Interest Penalties to Contractors**

(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.

(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.

(b) **Payments to Subcontractors**

(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.

(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.

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(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.

(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.

(c) **Subcontract requirements**

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

31. **Authorized Changes by the Contracting Officer (CO):**

(a) The CO is the only person authorized to approve changes in any of the requirements of this contract.

(b) 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.

(c) 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.

32. **Contract Administrator (CA):**

(a) The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

(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;

(2) Coordinating site entry for Contractor personnel, if applicable;

(3) Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
(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

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

(b) The CA shall NOT have the authority to:

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

(2) Grant deviations from or waive any of the terms and conditions of the contract;

(3) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

(4) Authorize the expenditure of funds by the Contractor;

(5) Change the period of performance; or

(6) Authorize the use of District property, except as specified under the contract.

(c) 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.

33. **Publicity:**

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

34. **Freedom of Information Act:**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.
35. 51% District Residents New Hires Requirements and First Source Employment Agreement:

(a) 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").

(b) The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement with DOES, 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.

(c) 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.

(d) 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.

(e) With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
   (1) Document in a report to the CO its compliance with section 35(d) of this clause; or
   (2) Submit a request to the CO for a waiver of compliance with section 35(d) of this clause 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 35(f) of this clause.

(f) The CO may waive the provisions of section 35(d) of this clause if the CO finds that:
   (1) A good faith effort to comply is demonstrated by the Contractor;

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(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.

(g) Upon receipt of the contractor’s final payment request and related documentation pursuant to sections 35(e) and 35(f) of this clause, the CO shall determine whether the Contractor is in compliance with section 35(d) or whether a waiver of compliance pursuant to section 35(f) is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

(h) Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section 35(e) of this clause, 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 35(h).

(i) The provisions of sections 35(d) through 35(h) of this clause do not apply to nonprofit organizations.

36. **Section 504 of the Rehabilitation Act of 1973, as amended:**

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

37. **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.

38. **Way to Work Amendment Act of 2006:**

(a) Except as described in section 38(h) of this clause, 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.

SCP. 31
(b) 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.

(c) 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.

(d) 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.

(e) The Contractor shall provide a copy of the Fact Sheet attached to the contract to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached to the contract 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.

(f) 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.

(g) 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) The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;

2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

SCP. 32
(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.

(i) 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.

39. **Contracts that Cross Fiscal Years:**

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

40. **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.

41. **Time:**

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

42. **Rights in Data:**

(a) “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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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:

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;
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;
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.

(g) The restricted rights set forth in section 42(f) of this clause are of no effect unless

1. 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

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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.

In addition to the rights granted in section 42(f) of this clause, 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 42(f) of this clause, 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.

Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause 42, 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.

For all computer software furnished to the District with the rights specified in section 42(e), the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in section 42(e) of this clause. For all computer software furnished to the District with the restricted rights specified in section 42(f), 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.

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.

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.

Sections 42(f), 42(g), 42(h), 42(k) and 42(l) of this clause 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.
July 2010

43. **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.

44. **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.

45. **Subcontracting Requirements:**

(a) **Mandatory Subcontracting Requirements**

1. Unless a waiver was granted, for all 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.

2. If there are insufficient qualified small business enterprises to completely fulfill the requirement of section 45(a)(1) of this clause, 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.

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 45(a)(1) and 45(a)(2) of this clause.

(b) **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 45(a) of this clause. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. 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 DSLBBD. Each subcontracting plan shall include the following:

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;

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;

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(3) The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

(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;

(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;

(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;

(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;

(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

(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.

(c) 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:

(1) The dollar amount of the contract or procurement;

(2) A brief description of the goods procured or the services contracted for;

(3) The name of the business enterprise from which the goods were procured or services contracted;

(4) Whether the subcontractors to the contract are currently certified business enterprises;

(5) The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

(6) A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

(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.

(d) Enforcement and Penalties for Breach of Subcontracting Plan

(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 SCP. 37
material breach of the contract, the CO shall have cause to terminate the contract under the default provisions at clause 8 Default hereof.

(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.

(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.

46. **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 in the contract. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

47. **Contracts in Excess of One Millions Dollars:**

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

48. **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.
Attachment J.A.2  U.S. Department of Labor Wage Determination No. 2015-4281, Revision 6, dated May 8, 2017
WD 15-4281 (Rev.-7) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4281
| Daniel W. Simms Division of | Revision No.: 7
| Director Wage Determinations | Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

**Fringe Benefits Required Follow the Occupational Listing**

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<th>OCCUPATION CODE - TITLE</th>
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<th>RATE</th>
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### Transportation/Mobile Equipment Operation Occupations

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage
Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
3. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
4. A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or
local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed
occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).
EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION

NAME
ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS


____________________________________
CONTRACTOR

______________________________
NAME

______________________________
SIGNATURE

______________________________
TITLE

______________________________
CONTRACT NUMBER

______________________________
DATE
**EQUAL EMPLOYMENT OPPORTUNITY**  
**EMPLOYER INFORMATION REPORT**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DC Office of Contracting and Procurement  
Employer Information Report (EEO)  

**Reply to:**  
Office of Contracting and Procurement  
441 4th Street, NW, Suite 700 South  
Washington, DC 20001

**Instructions:**  
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.

---

**Section A - TYPE OF REPORT**

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

<table>
<thead>
<tr>
<th>Single Establishment Employer</th>
<th>Multi-establishment Employer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) ☐ Single-establishment Employer Report</td>
<td>(2) ☐ Consolidated Report</td>
</tr>
<tr>
<td></td>
<td>(3) ☐ Headquarters Report</td>
</tr>
<tr>
<td></td>
<td>(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)</td>
</tr>
<tr>
<td></td>
<td>(5) ☐ Special Report</td>
</tr>
</tbody>
</table>

---

**Section B - COMPANY IDENTIFICATION (To be answered by all employers)**

1. Name of Company which owns or controls the establishment for which this report is filed

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Establishment for which this report is filed.

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section C - ESTABLISHMENT INFORMATION**

1. Is the location of the establishment the same as that reported last year?  
☐ Yes  ☐ No  ☐ Did not report  ☐ Report on combined last year basis  

2. Is the major business activity at this establishment the same as that reported last year?  
☐ Yes  ☐ No  ☐ Report on combined basis  

3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).  
☐ Yes  ☐ No

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**DAS 84-404**  
(Replaces D.C. Form 26-40.9 Sept. 74 which is Obsolete)  
84-2P891
SECTION D—EMPLOYMENT DATA

Employment at this establishment—Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL EMPLOYEES IN ESTABLISHMENT</th>
<th>MINORITY GROUP EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Employee Including Minorities (1)</td>
<td>Total Male Including Minorities (2)</td>
</tr>
<tr>
<td></td>
<td>Black (4)</td>
<td>Asian (5)</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsman (Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operative (Semi-Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total employees reported in previous report</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(The trainee below should also be included in the figures for the appropriate occupation categories above)

<table>
<thead>
<tr>
<th>Formal</th>
<th>White collar</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
<th>(5)</th>
<th>(6)</th>
<th>(7)</th>
<th>(8)</th>
<th>(9)</th>
<th>(10)</th>
<th>(11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-The-Job Trainee</td>
<td>Production</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. How was information as to race or ethnic group in Section D obtained?
   a. ☐ Visual Survey
   b. ☐ Employment Record
   c. ☐ Other Specify

2. Dates of payroll period used
3. Pay period of last report submitted for this establishment.

Section E—REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F—CERTIFICATION

Check

1. ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)

2. ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official

Title

Signature

Date

Name of person contact regarding

This report (Type of print)

Address

(Number and street)

Title

City and State

Zip Code

Telephone

Number

Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.
Attachment J.A.4  Department of Employment Services First Source Employment Agreement
This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. Apprentice means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. Beneficiary means:

1. The signatory to a contract executed by the Mayor which involves any District of

Page 1 of 10
First Source Agreement. Revised August 2013
Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted project or contract totaling $300,000 or more.

D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. **EMPLOYER** means any entity awarded a government-assisted project or contract totaling $300,000 or more.

F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. **Government-assisted project or contract** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at $300,000 or more.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

   1. An ex-offender who has been released from prison within the last 10 years;
   2. A participant of the Temporary Assistance for Needy Families program;
   3. A participant of the Supplemental Nutrition Assistance Program;
   4. Living with a permanent disability verified by the Social Security Administration or
District vocational rehabilitation program;

5. Unemployed for six (6) months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of the project or contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the projected hire dates;

2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the project or contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

11. A strategy to ensure that DC residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER’S general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. **GENERAL TERMS**

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling $300,000 or more to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant’s initial lease.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training
programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER’S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

C. Job openings to be filled by internal promotion from the EMPLOYER’S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.

D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER’S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.
C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Projects valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER with Projects valued at a minimum of $5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.

C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

D. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of new job openings created/available;
2. Number of new job openings listed with DOES, or any other District Agency;
3. Number of DC residents hired for new jobs;
4. Number of employees transferred to the Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee’s name, job title, Social Security Number, hire date, residence, and referral source;
8. Number of apprenticeship hours worked;
9. Number of apprenticeship hours worked by DC residents; and
10. Workforce statistics throughout the entire project tenure.

E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
   a. Documentation supporting EMPLOYER’S good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or

2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or

3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;

4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

6. Whether the EMPLOYER interviewed employable candidates;

7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

**IX. MONITORING**

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Projects as authorized by law. DOES will:

1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor’s workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of *Monthly Compliance Reports*.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors’ hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. (*Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.*)

**X. PENALTIES**

A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract
Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Projects for a period of five (5) years.

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

_____________________________
EMPLOYER Senior Official

_____________________________
Name of Company

_____________________________
Address

_____________________________
Telephone

_____________________________
Email

_____________________________
Signature Department of Employment Services

_____________________________
Date
Attachment J.A.5  Way to Work Amendment Act of 2006 - Living Wage Notice
THE LIVING WAGE ACT OF 2006
D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

The requirement to pay a living wage applies to:
• All recipients of contracts in the amount of $100,000 or more, and all subcontractors that receive $15,000 or more from the funds received by the recipient from the District of Columbia, and
• All recipients of government assistance in the amount of $100,000 or more, and all subcontractors of these recipients that receive $50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government. “Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government. “Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exceptions apply: 1) where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) contracts delivered by regulated utility; 3) contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; 4) contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; 5) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 6) 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.
GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR

DEBORAH A. CARROLL
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006; D.C. Official Code §§ 2-220.01 – 2-220.11 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of $100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

Subcontractors of D.C. government contractors who receive $15,000 or more from the contract and subcontractors of the recipients of government assistance who receive $50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;

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 (68 A 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; 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.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage-Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.
Attachment J.A.7  Tax Certification Affidavit
Attachment J.A.8   Subcontracting Plan
### Prime Contractor Information:

<table>
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<tr>
<th>Field</th>
<th>Details</th>
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<tr>
<td>Company:</td>
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<td>Street Address:</td>
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<td>City &amp; Zip Code:</td>
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<td>LSDBE Total:</td>
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<td>Percentage Set Aside:</td>
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<tr>
<td>Address:</td>
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<td>Project Descriptions:</td>
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### Subcontractor Information:

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<th>NIGP Code(s)</th>
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Total Amount Set Aside: $    
Percentage of Total Set Aside Amount:  %    
LSDBE Certification Number:  
Certification Status:  (check all that apply)  SBE:  LBE:  DBE:  DZE:  ROB:  LRB:  
Point of Contact:  Name (Print)  
Contact Telephone Number:  
Fax Number:  
Email Address:  

### Certifications

The prime contractor shall attach a notarized statement including the following:

a. A description of the efforts the prime contractor will make to ensure that LBES, DBES, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

b. 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;

c. 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;

d. Listing 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 include assurances that the prime contractor will make such records available for review upon the District’s request; and

e. A description of the prime contractor’s recent efforts to locate LBES, DBES, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

### Person Preparing the Subcontracting Plan:

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### For Contracting Officer Use Only:

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<tr>
<td>Report: □ Acceptable □ Not Acceptable</td>
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<td>Contract Number:</td>
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<td>Name &amp; Title of Contracting Officer</td>
<td>Signature Date</td>
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### SUBCONTRACTORS LIST CONTINUED

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

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**Total Amount Set Aside:** $

**Percentage of Total Set Aside Amount:** _______%

**LSDBE Certification Number:**

**Certification Status:**

(choose all that apply)

- SBE
- LBE
- DBE
- DZE
- ROB
- LRB

**Point of Contact:**

Name (Print):

Contact Telephone Number:

Fax Number:

Email Address:

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Name (Print):

Contact Telephone Number:

Fax Number:

Email Address:

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**Point of Contact:**

Name (Print):

Contact Telephone Number:

Fax Number:

Email Address:
# GOVERNMENT OF THE DISTRICT OF COLUMBIA
## FIRST SOURCE EMPLOYMENT AGREEMENT FOR
### NON CONSTRUCTION PROJECTS ONLY

### GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION
- **CONTRACT/SOLICITATION NUMBER:**
- **DISTRICT CONTRACTING AGENCY:**
- **CONTRACTING OFFICER:**
- **TELEPHONE NUMBER:**
- **TOTAL CONTRACT AMOUNT:**
- **EMPLOYER CONTRACT AMOUNT:**
- **PROJECT NAME:**
- **PROJECT ADDRESS:**
- **CITY:**
- **STATE:**
- **ZIP CODE:**
- **PROJECT START DATE:**
- **PROJECT END DATE:**
- **EMPLOYER START DATE:**
- **EMPLOYER END DATE:**

### EMPLOYER INFORMATION
- **EMPLOYER NAME:**
- **EMPLOYER ADDRESS:**
- **CITY:**
- **STATE:**
- **ZIP CODE:**
- **TELEPHONE NUMBER:**
- **FEDERAL IDENTIFICATION NO.:**
- **CONTACT PERSON:**
- **TITLE:**
- **E-MAIL:**
- **TELEPHONE NUMBER:**
- **LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER:**
- **D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:**
- **ARE YOU A SUBCONTRACTOR [ ] YES [ ] NO IF YES, NAME OF PRIME CONTRACTOR:**
- **NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: [ ] Yes [ ] No**

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

## I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:
1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. Contracting Agency means any District of Columbia agency that is awarded a government-assisted project or contract totaling $300,000 or more.

D. Direct labor costs means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. EMPLOYER means any entity awarded a government-assisted project or contract totaling $300,000 or more.

F. First Source Employer Portal means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. First Source Register means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

H. Good faith effort means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. Government-assisted project or contract means any construction or non-construction project or contract receiving funds or resources from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at $300,000 or more.

J. Hard to employ means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Families program;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;

5. Unemployed for six (6) months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of the project or contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the projected hire dates;

2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the project or contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

11. A strategy to ensure that DC residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER’S general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04-b.

II. **GENERAL TERMS**

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling $300,000 or more to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant's initial lease.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

   1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

   2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING
A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 695-6001.

B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER’S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

C. Job openings to be filled by internal promotion from the EMPLOYER’S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.

D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER’S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the
Project.

C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees’ actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees’ actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Projects valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER with Projects valued at a minimum of $5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.

C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

D. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of new job openings created/available;
2. Number of new job openings listed with DOES, or any other District Agency;
3. Number of DC residents hired for new jobs;
4. Number of employees transferred to the Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee’s name, job title, Social Security Number, hire date, residence, and referral source;
8. Number of apprenticeship hours worked;
9. Number of apprenticeship hours worked by DC residents; and
10. Workforce statistics throughout the entire project tenure.

E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area
of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
   
a. Documentation supporting EMPLOYER'S good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or

2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or

3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;

4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

6. Whether the EMPLOYER interviewed employable candidates;

7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

9. Whether the EMPLOYER substantially complied with the relevant monthly reporting
requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Projects as authorized by law. DOES will:

1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor’s workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of Monthly Compliance Reports.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors’ hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. (Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)

X. PENALTIES
A. Willful breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith efforts may result in the Contracting Agency imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Projects for a period of five (5) years.

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

__________________________
EMPLOYER Senior Official

__________________________
Name of Company

__________________________
Address

__________________________
Telephone

__________________________
Email

__________________________
Associate Director for First Source

__________________________
Date
EMPLOYMENT PLAN

NAME OF EMPLOYER:

ADDRESS OF EMPLOYER:

TELEPHONE NUMBER: FEDERAL IDENTIFICATION NO.:

CONTACT PERSON: TITLE:

E-MAIL: TYPE OF BUSINESS:

DISTRICT CONTRACTING AGENCY:

CONTRACTING OFFICER: TELEPHONE NUMBER:

TYPE OF PROJECT: CONTRACT AMOUNT:

EMPLOYER CONTRACT AMOUNT:

PROJECT START DATE: PROJECT END DATE:

EMPLOYER START DATE: EMPLOYER END DATE:

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th># OF JOBS F/T P/T</th>
<th>SALARY RANGE</th>
<th>UNION MEMBERSHIP REQUIRED NAME LOCAL#</th>
<th>PROJECTED HIRE DATE</th>
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**CURRENT EMPLOYEES:** Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>NAME OF EMPLOYEE</th>
<th>CURRENT DISTRICT RESIDENT</th>
<th>WARD</th>
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</table>
JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.
Attachment J.A.10  Detailed Price Proposal

Instructions
1. Insert General & Administrative Cost Rate in Cell B7 on Cover Sheet
2. Insert Staff positions in keeping with Section C Requirements and staffing plan. Staff may be inserted into either the Fixed Cost category or Variable Cost category. This distinction is for future billing purposes only.
   Add additional rows in staffing section as necessary.
   Utilize fully loaded annualized labor rates per labor category and enter FTEs per category in "Count" field.
3. Insert Direct Cost categories and rates for startup period and base year.
4. Designate CBE subcontractors on appropriate line items.
<table>
<thead>
<tr>
<th>1. PROJECT TITLE:</th>
<th>CIRCULATOR OPERATIONS &amp; MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. PROJECT MANAGER:</td>
<td>TBA</td>
</tr>
<tr>
<td>3. SERVICE REVENUE HOURS REQUIRED:</td>
<td>234,567</td>
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<tr>
<td>4. MAX ANNUAL ADJUSTMENT RATE:</td>
<td>3.35%</td>
</tr>
<tr>
<td>5. GENERAL &amp; ADMINISTRATIVE COST RATE</td>
<td>0.00%</td>
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</tbody>
</table>

| Subtotal Base Period Fixed Cost   | $ -                                  |
| Subtotal Base Period Variable Cost| $ -                                  |
| Total Base Period Cost            | $ -                                  |
| Base Period CBE%                  | #DIV/0!                              |

| Total Contract Period Fixed Cost  | $ -                                  |
| Total Contract Period Variable Cost| $ -                                 |
| Total Contract Period Cost        | $ -                                  |
| Contract Period CBE%              | #DIV/0!                              |

**Instructions**

1. Insert General & Administrative Cost Rate in Cell B7 on Cover Sheet.
2. Insert Staff positions in keeping with Section C Requirements and staffing plan.
   - Staff may be inserted into either the Fixed Cost category or Variable Cost category. This distinction is for future billing purposes only.
   - Add additional rows in staffing section as necessary.
3. Insert Direct Cost categories and rates for startup period and base year.
   - Utilize fully loaded annualized labor rates per labor category and enter FTEs per category in "Count" field.
4. Designate CBE subcontractors by entering "Y" in Column B for appropriate line items.
<table>
<thead>
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<th>Period of Performance</th>
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Attachment J.A.11  District Residents New Hire Requirement and First Source Employment Agreement
This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. Apprentice means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. Beneficiary means:

1. The signatory to a contract executed by the Mayor which involves any District of
Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. Contracting Agency means any District of Columbia agency that is awarded a government-assisted project or contract totaling $300,000 or more.

D. Direct labor costs means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. EMPLOYER means any entity awarded a government-assisted project or contract totaling $300,000 or more.

F. First Source Employer Portal means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. First Source Register means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

H. Good faith effort means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. Government-assisted project or contract means any construction or non-construction project or contract receiving funds or resources from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at $300,000 or more.

J. Hard to employ means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Families program;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or
District vocational rehabilitation program;

5. Unemployed for six (6) months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of the project or contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the projected hire dates;

2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the project or contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

11. A strategy to ensure that DC residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER’S general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. Tier Subcontractor means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

P. Washington Metropolitan Statistical Area means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

Q. Workforce Intermediary Pilot Program means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling $300,000 or more to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant’s initial lease.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

   1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

   2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training
programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER’S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

C. Job openings to be filled by internal promotion from the EMPLOYER’S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.

D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER’S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.
C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Projects valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER with Projects valued at a minimum of $5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.

C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

D. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of new job openings created/available;
2. Number of new job openings listed with DOES, or any other District Agency;
3. Number of DC residents hired for new jobs;
4. Number of employees transferred to the Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee’s name, job title, Social Security Number, hire date, residence, and referral source;
8. Number of apprenticeship hours worked;
9. Number of apprenticeship hours worked by DC residents; and
10. Workforce statistics throughout the entire project tenure.

E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
   
a. Documentation supporting EMPLOYER’S good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

   1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
   
   2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
   
   3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
   
   4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

   1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
   
   2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
   
   3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
   
   4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
   
   5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
   
   6. Whether the EMPLOYER interviewed employable candidates;
   
   7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
   
   8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
   
   9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Projects as authorized by law. DOES will:

1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor’s workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of Monthly Compliance Reports.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors’ hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. (Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)

X. PENALTIES

A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract
Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Projects for a period of five (5) years.

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

______________________________________
EMPLOYER Senior Official

______________________________________
Name of Company

______________________________________
Address

______________________________________
Telephone

______________________________________
Email

______________________________________     ___________________
Signature Department of Employment Services    Date
Title VI Implementation Plan
Federal Highway Administration
FFY 2016
GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

TITLE VI IMPLEMENTATION PLAN

Prepared by:

Office of Civil Rights
District Department of Transportation

55 M Street, S.E., 3rd Floor
Washington, DC 20003

Submitted to:

Federal Highway Administration

District of Columbia Division Office
1990 K Street NW, Suite 510
Washington, DC 20006

Federal Fiscal Year 2016
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   L. “Know Your Rights Under Title VI” Brochure
I. INTRODUCTION

Title VI of the Civil Rights Act of 1964 is a federal law that prohibits discrimination on the basis of race, color or national origin in federally assisted programs. It is codified at 42 U.S.C. § 2000d, et. seq., and states, “[n]o person in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity receiving Federal financial assistance.” Moreover, several related statutes contain additional prohibitions that fall under the purview of the Title VI program, including prohibitions on discrimination based on age, sex and disability.

The District of Columbia Department of Transportation (DDOT) is a recipient of federal financial assistance. As a recipient of federal funding, DDOT is required to comply with various non-discrimination laws and regulations, including Title VI of the Civil Rights Act of 1964.

The Federal Highway Administration, in accordance with Title 23 of the Code of Federal Regulations (CFR) 23 CFR 200.9, requires the District of Columbia Department of Transportation, as a recipient of federal funding, to prepare a Title VI Implementation Plan and submit to FHWA every three years, clarifying the roles, responsibilities and procedures for assuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. This report documents DDOT’s Title VI implementation plan for FY16-18.

DDOT’s Mission, Vision and Core Values

The mission of DDOT is to develop and maintain a cohesive and sustainable transportation system that delivers safe, affordable, and convenient ways to move people and goods—while protecting and enhancing the natural, environmental, and cultural resources of the District.

DDOT manages and maintains transportation infrastructure. The Department:

- Plans, designs, constructs, and maintains the District's streets, alleys, sidewalks, bridges, traffic signals, street lights, trails and bicycle facilities;
- Manages and makes improvements to the street system to facilitate traffic flow through the District of Columbia;
- Assists with the removal of snow and ice from the streets, and the coordination of activities during snow emergencies; and
- Coordinates the District's mass transit services, including the reduced-fare program for students using MetroBus and MetroRail, DC Circulator services and DC streetcar operation.
The District Department of Transportation (DDOT) is responsible for the planning, designing, building, and maintenance of 1,100 miles of streets, 241 bridges, 1,600 miles of sidewalk, 453 miles of alleys, and 144,000 street trees.

**Vision**

DDOT is committed to achieving an exceptional quality of life in the nation’s capital through more sustainable travel practices, safer streets and increased access to goods and services. DDOT’s vision is to ensure that:

- People and goods will move efficiently and safely, with minimal adverse impacts on District residents and the environment;
- Improved transportation information will make the system as user-friendly for the first-time visitor as it is for the lifelong resident or commuter, regardless of travel mode or traveler’s native language;
- Tourist travel around town will increasingly be part of the fun of visiting the Nation's Capital, as the transportation system, deliberately planned to take advantage of the District's historical design, current land uses, and natural advantages, becomes part of the city's ambience; and
- Public transit, automobile travel and parking, water transportation, bicycling, and walking will be balanced and integrated to offer excellent internal mobility, along with convenient access to city gateways, the region, the eastern seaboard and the world.

Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city.

**Core Values**

A. **Safe Passages**: Safety is paramount for DDOT. Last reported in 2013 by the Insurance Institute for Highway Safety, DC is proud to have the lowest fatality rates among all state DOTs and the highest highway safety rating in the United States. DC also enjoys a 93% seat belt usage rate, one of the highest in the country. We are committed to retaining that rank and improving overall safety for all users of the system, regardless of mode and inclusive of all ages and abilities.

B. **Sustainable Living**: At DDOT “sustainability” equates to creating great spaces and moving people and goods in ways that preserve, protect, or even restore our human and natural environments, minimizing waste and consumption, and making the most of the transportation assets.

C. **Capital Assets**: Investing in the maintenance of our transportation system is vital to asset preservation and good stewardship of the public infrastructure. Prioritizing
the maintenance of infrastructure not only protects the public, but also means lower costs and improved safety in the future.

D. Prosperous Places: Streets are the living rooms of communities. DDOT knows that well designed public right-of-way means good access to businesses, safe and efficient operations, and attractive spaces and places.

E. Firm Foundation: DDOT can help create a better Washington by continually improving the excellence of our agency through investment in our workforce via education and training, enhanced communications, cutting-edge technology, and outstanding customer service.

II. TITLE VI NON-DISCRIMINATION POLICY STATEMENT

A copy of DDOT’s Title VI Non-Discrimination Policy Statement is listed in Appendix A.

III. TITLE VI ASSURANCES

A copy of DDOT’s Title VI Assurances is listed in Appendix B.

IV. AUTHORITIES

A. Nondiscrimination Statutes

1. Title VI of the 1964 Civil Rights Act provides that “No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Chapter 21, Section 2000d)

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair treatment of persons displaced or whose property has been acquired because of federal and federal-aid programs and projects. (42 USC 4601)

3. The Federal-Aid Highway Act of 1973 provides that “No person shall on the grounds of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title.” (23 USC 324)


5. Section 504 of the Rehabilitation Act of 1973 provides that “No qualified handicapped person shall, solely by reason of his handicap, be excluded from
participation in, denied benefits of, subjected to discrimination under any program or activity that receives benefits from Federal financial assistance.” (29 USC 790)

6. **The Age Discrimination Act of 1975**, as amended, provides that “No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC 76, Section 6101)

7. **The Civil Rights Restoration Act of 1987** broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not. (PL 100-209)

8. **Title II of the Americans with Disabilities Act of 1990** provides that “No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a State or local government.” (PL 101-336)

**B. Nondiscrimination Executive Orders**

1. EO 12250 (November 2, 1980) mandates that U.S. Department of Justice (DOJ) will provide leadership and coordination of nondiscrimination laws.

2. EO 12898 (February 11, 1994) mandates that "Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.

3. EO 13166 (August 16, 2000) improves access to services for persons with Limited English Proficiency (LEP).

**C. Nondiscrimination Regulations**

1. 23 CFR 200 – FHWA Title VI regulation.

2. 23 CFR 450 and 49 CFR 613 - Joint FTA/FHWA regulation, “Planning Assistance and Standards.”

4. 23 CFR 1235 – FHWA and NHTSA joint regulation governing Uniform System for Parking for People with Disabilities.

5. 28 CFR 35 – DOJ regulation governing nondiscrimination on the basis of disability in State and local government services.

6. 28 CFR 36 – DOJ regulation government nondiscrimination on the basis of disability in public accommodations and commercial facilities.


8. 28 CFR 42, Subpart C – DOJ’s regulation implementing Title VI of the Civil Rights Act of 1964.


10. 28 CFR 50.3 – DOJ’s guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

11. 49 CFR 21 – U.S. Department of Transportation (USDOT) Title VI regulation.


D. Nondiscrimination Directives

1. DOT Order 1000.12 – Implementation of the DOT Title VI Program.

2. DOT Order 1050.2 – Standard Title VI Assurances.


4. FHWA Order 4710.1 – Right-of-Way Title VI Review Program.

5. FHWA Order 4710.2 – Civil Rights Compliance Review of Location.

6. FHWA Order 6640.23 – Actions to address Environmental Justice.

7. Joint FHWA/FTA Memo dated May 9, 2000 – Guidance on implementing Title VI in Metropolitan Planning.

E. Local Authorities


2. District of Columbia Language Access Act of 2004

V. OFFICE OF CIVIL RIGHTS: ORGANIZATION, STAFFING AND COORDINATION

A. Organization

Office of the Director

The Office of the Director (OD) is responsible for the oversight and management of the entire agency.

The Office of the Director is broken down into the following functional areas:

Office of the General Counsel
   - Labor Relations

Office of the Chief Financial Officer

Chief of Staff
   - Economic Development
   - Safety and Risk Management
   - Communications
   - Policy and Government Affairs

Office of Contracting and Procurement

Transportation Equity and Inclusion
   - Office of Civil Rights
   - Senior and Elderly Affairs
   - ADA Coordinator

During the development of this report, OCR’s Title VI team met with all key Administrators to discuss the Title VI program and activities. At the time, the structure of DDOT was as shown in the organization chart attached in Appendix C. Although DDOT is currently undergoing reorganization as shown in the draft reorganization chart in Appendix D, all relevant Title VI elements are addressed in this report.

The regulations at 23 CFR 200.9 provide for the structure and organizational placement of the civil rights office. The Office of Civil Rights (OCR) is located within the Office of the Director. OCR administers the agency’s civil rights compliance and monitoring programs. Additionally, OCR assists the Director in developing and administering
operational procedures to ensure that all individuals have the right to be protected from and compete for work opportunities without discrimination based on race, color, religion, gender, sexual orientation, national origin, age or disability.

DDOT’s Office of Civil Rights is primarily responsible for ensuring that DDOT implements its programs and activities in compliance with all applicable non-discrimination laws and regulations. OCR contains a staff member who serves as the agency’s Title VI Coordinator (Coordinator) and is responsible for Title VI program development, coordination of compliance activities across program areas, complaint processing and compliance monitoring.

The Coordinator reports directly to the Chief of the Office of Civil Rights. The Coordinator is authorized to ensure compliance with the provisions of DDOT’s non-discrimination policy and with the law. The Coordinator has direct contact with the Chief of OCR and coordinates implementation and compliance with all Title VI program requirements. The Chief of OCR will have direct access to the Director as needed. The Title VI Coordinator will have easy access to the Director to discuss Title VI issues as needed (per 23 CFR 200.9(b)(1)).

B. Staffing

The Office of Civil Rights administers the agency’s nondiscrimination programs, and monitors program areas and sub-recipients for compliance with applicable civil rights statutes. A team of seven full-time civil rights specialists are responsible for ensuring compliance with various federal and local nondiscrimination authorities. A listing of the specialists is shown below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Gregory</td>
<td>Chief, OCR</td>
<td>Oversees and Manages Division activities.</td>
</tr>
<tr>
<td>Linda Fennell</td>
<td>Program Manager</td>
<td>BOWDC Program / DBE &amp; OJT Supportive Services</td>
</tr>
<tr>
<td>Luisa Nguyen</td>
<td>Equal Opportunity Specialist</td>
<td>DBE Program / DBE Certification, Title VII Specialist</td>
</tr>
<tr>
<td>Mohammed Kabir</td>
<td>Equal Opportunity Specialist</td>
<td>EO Local and Federal Compliance Officer</td>
</tr>
<tr>
<td>Cesar Barreto</td>
<td>Program Manager</td>
<td>ADA Program</td>
</tr>
<tr>
<td>Leutisha Stills</td>
<td>Equal Opportunity Specialist</td>
<td>DBE Program / DBE Certification</td>
</tr>
<tr>
<td>Karen Randolph</td>
<td>Program Manager</td>
<td>Title VI Program/Language Access Program</td>
</tr>
</tbody>
</table>

The Civil Rights staff is responsible for administering the following programs:

I. Title VI Compliance
II. Title VII Compliance /Affirmative Action
III. ADA Program
IV. Disadvantaged Business Enterprise Program (DBE)
V. On-the-Job Training Program
VI. Business and Workforce Development Program

Title VI Responsibilities:

1. Coordinate Title VI Program, provide technical assistance to program areas and work collaboratively with Title VI Implementation Committee and key program managers to implement Title VI requirements.
2. Manage Title VI data collection process.
3. Review program directives, policies, and manuals for compliance with Title VI. Incorporate applicable language or guidance as needed.
4. Conduct annual reviews of program areas for compliance with Title VI.
5. Conduct periodic reviews of sub-recipients (contractors, subcontractors, sub-grantees), including pre and post award reviews, for compliance with Title VI.
6. Maintain Title VI complaint procedures and process or redirect complaints as appropriate.
7. Disseminate Title VI information and resources to the public.
8. Maintain partnerships with the Mayor’s outreach offices to ensure effective engagement of minority and limited English proficient populations.
9. Monitor implementation of mitigating measures.
10. Identify and eliminate Title VI violations and deficiencies according to established guidelines.

C. Coordination

Title VI Implementation Committee

To ensure direct involvement and maximum participation from the agency’s functional program administrations, in the Title VI program requirements, OCR formed the Title VI Implementation Committee. This committee replaces the former Title VI Advisory Taskforce formed in 2008. This committee is comprised of representatives who work in each of the agency’s functional program areas.

To maintain compliance across the functional program areas, DDOT works with Associate Directors in each administration through their designated Title VI liaisons. The Title VI liaisons serve as members of the Title VI Implementation Committee. The following chart identifies the members of the Title VI Implementation Committee. The Title VI Coordinator’s role is to work with the Title VI liaisons to prevent, identify and address potential and existing Title VI implementation issues within each program area. The Title VI Coordinator, with the support of the Title VI liaisons, will ensure DDOT’s compliance with Title VI requirements in the program implementation process. Specific roles of the Title VI liaisons include:
• Assisting OCR in identifying/developing new procedures to prevent potential or address existing Title VI issues;
• Managing and collecting data (race, color, national origin, sex, age and disability) of participants in and beneficiaries of DDOT programs for each Administration;
• Providing input to OCR on the Title VI Implementation Plan via Program Area Review Questionnaire; and
• Fostering awareness of Title VI and its requirements in each Administration.

A listing of the Title VI Implementation Committee is shown below.

**Title VI Implementation Committee**

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>ADMINISTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Randolph</td>
<td>Title VI Coordinator</td>
<td>Office of the Director, Office of Civil Rights (OCR)</td>
</tr>
<tr>
<td>Karen Campblin</td>
<td>Title VI Assistant</td>
<td>Office of the Director, Office of Civil Rights (OCR)</td>
</tr>
<tr>
<td>Walter Graham</td>
<td>Customer Relations Division Manager</td>
<td>Public Space Regulations Administration (PSRA)</td>
</tr>
<tr>
<td>Reg Bazile</td>
<td>Transportation Compliance Manager</td>
<td>Policy, Planning and Sustainability Administration (PPSA)</td>
</tr>
<tr>
<td>Alberta Paul</td>
<td>Communication Specialist</td>
<td>Infrastructure Project Management Administration (IPMA)</td>
</tr>
<tr>
<td>James Cheeks</td>
<td>Program Manager</td>
<td>Transportation Operations Administration (TOA)</td>
</tr>
<tr>
<td>Spring Worth</td>
<td>Transportation Planner</td>
<td>Progressive Transportation Services Administration (PTSA)</td>
</tr>
<tr>
<td>Earl Eutsler</td>
<td>Supervisory Forester</td>
<td>Urban Forestry Administration (UFA)</td>
</tr>
<tr>
<td>John Duel</td>
<td>Right-of-Way Officer</td>
<td>Infrastructure Project Management Administration (IPMA)</td>
</tr>
<tr>
<td>Dorinda Floyd*</td>
<td>Chief Administrative Office</td>
<td>Office of the Director (OD)</td>
</tr>
<tr>
<td>James Graham*</td>
<td>GIS and Applications Manager</td>
<td>Office of Information Technology and Innovation (OITI)</td>
</tr>
</tbody>
</table>

*Technical Advisor to the Implementation Committee

**VI. DDOT PROGRAM AREA REVIEW**

The Title VI Coordinator is responsible for the application, evaluation and monitoring of DDOT’s Title VI Implementation Program. Monitoring is conducted through the review and analysis of U.S Census and other relevant demographic or statistical information. Monitoring is conducted through feedback from the public at meetings, hearings and
 events. Documents that support project development decisions are vetted with the public, and public comments are evaluated.

As part of the Title VI monitoring program, the Title VI Coordinator will perform annual Program Area Reviews (PAR) that focus on internal and external programs. The internal monitoring program focuses on specific program areas within the department, whereas the external monitoring program is intended for recipients of Federal-aid highway funds, including, municipalities, contractors, universities and planning agencies.

This section defines the internal review process. Section VII defines the external review procedures.

**Internal Program Area Review Procedures**

**A. Notifications**
Each year, the Title VI Coordinator disseminates a Title VI Questionnaire to be completed by each Program Area (see Appendix E). The questionnaire is intended to gather information on how effectively Title VI/Nondiscrimination requirements are being addressed by each Administration, as well as to identify program deficiencies, if any, and opportunities for improvement. The findings and recommendations of the PAR will be delivered via electronic mail to the Associate Directors and Title VI Implementation Committee.

**B. Findings**
Upon receipt of each completed questionnaire, the Title VI Coordinator reviews for completeness, identifies and addresses areas of accomplishments, concerns, trends and/or shortfalls concerning Title VI compliance. Each program will receive a rating based on fulfillment of applicable requirements, innovative community involvement approaches and techniques, and Title VI Program Compliance throughout the year. If deficiencies or potential violations are found, the Title VI Coordinator will work with the appropriate Program Area Manager, to discuss why certain actions were taken, evaluate all information and data, and provide technical assistance to collaboratively address the deficiencies or potential issues in a manner that achieves voluntary compliance.

In the event that a trend or pattern of discrimination is identified in a particular area, the Title VI Coordinator will notify the Chief of OCR to fully evaluate and assess the observed issue. OCR will then notify, recommend a corrective action plan, and work with the appropriate Program Area Manager and Title VI liaison to remedy the trend or pattern of discrimination. The DDOT Director and Transportation Equity & Inclusion Officer will also be notified and kept abreast of the issue and OCR’s involvement with the Program Area in correcting the discrimination. Once the corrective action has been implemented, the Title VI program will monitor the area on a regular basis. Currently, DDOT does not have any Special Emphasis Program Areas within the agency. The results of the PAR review will be summarized and included in the Title
VI/Nondiscrimination Annual Accomplishment & Goals Report, submitted to FHWA. The findings will be used to identify areas for process reviews, training needs and/or creating any special focus area(s) for the next federal fiscal year.

C. Follow Up and Monitoring
The Title VI Coordinator will determine if additional monitoring is needed to ensure ongoing compliance with Title VI requirements.

The following key program areas were identified, as it relates to Title VI, for annual reviews:

A. Office of the Director (OD)
   1. Office of Civil Rights
   2. Office of Contracting and Procurement
   3. Office of Information Technology and Innovation
   4. Office of Communications Division

B. Infrastructure Project Management Administration (IPMA)
   1. Design and Construction
   2. Right-of-Way

C. Policy, Planning and Sustainability Administration (PPSA)
   1. Planning
   2. Environment
   3. Research

D. Progressive Transportation Services Administration (PTSA)

E. Public Space Regulation Administration (PSRA)

F. Transportation Operations Administration (TOA)

G. Urban Forestry Administration (UFA)

A. Office of the Director

The Office of the Director (OD) is responsible for the oversight and management of the entire agency. The Program Area Review focuses on three key program areas:

1. Office of Contracting and Procurement
2. Office of Information Technology and Innovation
3. Office of Communications
   1. The Office of Contracting and Procurement (OCP) provides contract support to
DDOT when purchasing quality goods and services in a timely and cost-effective manner while ensuring all purchasing actions are conducted equitably and according to the law. OCP collaboratively works with DDOT’s program areas to implement and maintain the agency’s Architect-Engineering Schedule (A&E Schedule). The A&E Schedule allows vendors interested in providing professional services to DDOT to obtain pre-qualification status for up to three years.

Title VI Responsibilities:

- Monitor federal-aid construction/consultant services and sub-contracts to ensure they contain Title VI Assurances;
- Ensure contracts are executed properly and timely;
- Work collaboratively with the Office of Civil Rights to effectively address delinquent payment complaints from DBE consultants/sub-consultants;
- Ensure the A&E Schedule (DDOT’s professional procurement process) is implemented with full-disclosure to all potential and active participants. Consultant selection is conducted in a nondiscriminatory manner;
- Report Title VI complaints to the Title VI Coordinator immediately upon receipt; and
- Ensure all requests for professional services are widely distributed throughout the District, including minority and women professional publications/organizations.

2. Office of Information Technology and Innovation (OITI) is responsible for the planning, development and management of technology-related services for DDOT and ensuring services are aligned with the strategies, plans and operations of the agency. OITI works with program areas to design and implement application software, project management tools, online systems that increase the efficiency of service delivery, and provides the general public with a simple way to request city services and information, such as tree planting, permits and roadway repairs.

Title VI Responsibilities:

- Ensure transparent and equal access to DDOT information, services and programs.

3. The Office of Communications maintains and supports the mission and goals of the Department through a comprehensive communication strategy that uses print, TV, radio media outlets, social media platforms, public outreach efforts, public notifications, advertisements, etc. The Office also acts as spokesperson on behalf of the Department to promote and improve DDOT and the city’s image among the residents, elected officials, businesses and general public.

Title VI Responsibilities:
• Ensure transparent and equal access of all DDOT information relating to services, improvement, and programs, to all District residents; and
• Facilitate public involvement and encourage robust public participation.

B. Infrastructure Project Management Administration

The Infrastructure Project Management Administration (IPMA) is responsible for the design, engineering and construction of roadways, bridges, traffic signals, right-of-way management, stormwater, and alley projects in the District of Columbia. IPMA also manages special construction projects and all roadway assets. Also housed within IPMA are the Anacostia Waterfront Initiative/Special Projects Division, the Quality Assurance and Quality Control Division and the Project Development & Environment Division.

Title VI Responsibilities:

Design and Construction

• Identify and address potential impacts of transportation activities on low-income, minority, elderly, disabled, and limited English proficient populations, including those not previously identified;
• Conduct outreach among minority, low-income, limited English proficient and elderly populations to ensure effective public engagement during planning and project development. Document targeted strategies and methods utilized to engage these populations, including but not limited to:
  – Advertising public meetings, etc. in diverse media resources.
  – Making technical information available in user-friendly format.
  – Making information available electronically.
  – Contacting minority groups or leaders to identify information needs and issues of concerns.
  – Utilizing citizen advisory committees.
  – Holding meetings at accessible locations/convenient dates/times.
  – Utilizing non-traditional meeting formats.
• Provide and document special accommodations for disabled individuals/groups and limited English proficient individuals/groups to ensure that they receive meaningful access to services and are afforded equal opportunities to participate in decision-making;
• Document input received from minority, low-income and other Title VI-protected populations facing barriers to access. Maintain records of agency responses;
• Ensure mitigating measures identified during project development are
Effectively implemented (i.e. safety though construction zones, noise and air impacts, ADA compliant facilities etc.); and
• Review monitoring/inspection activities to ensure procedures/practices do not result in disparate treatment of protected groups.

Right-of-Way

• Work collaboratively with the Office of Contracting and Procurement to encourage diversification in the use of appraisers;
• Ensure that appraisal reviews meet quality standards and are in compliance with nondiscrimination statutes (this can be accomplished through training, standards for selection of fee/staff appraisers, quality assurance process, etc.);
• Review appraisal process and associated reports for compliance with Title VI and related nondiscrimination statutes;
• Ensure that every effort is made to negotiate for required property prior to filing condemnation;
• Fully inform property owners of their rights to receive just compensation of their property before any donation of such property;
• Ensure proper translation/interpretation services are available during all phases of the negotiation process;
• Review negotiation procedures for compliance with Title VI and other nondiscrimination provisions (i.e. whether the offer was made for the full amount of the appraiser's determination of compensation);
• Review application of minimum payment policy for Title VI compliance;
• Review procedures and practices relating to relocation advisory assistance to ensure compliance with Title VI and other nondiscrimination provisions (encourage diversification of relocation staff, obtain feedback from displaced individuals, conduct appropriate needs assessment, conduct self evaluations, etc.);
• Review application of inspection standards for decent, safe and sanitary inspections in compliance with Title VI and nondiscrimination provisions; and
• Establish Right-of-Way requirements and processes to safeguard against disparate impacts to low-income, minority, elderly, LEP and disabled populations.

C. Policy, Planning, and Sustainability Administration

Policy, Planning and Sustainability Administration (PPSA) establishes broad strategic goals to guide multi-modal program development, and the policies necessary to implement these goals and ensure compliance through plan review and permitting.

Title VI Responsibilities:

Planning
• Ensure that all aspects of planning comply with Title VI regulations;
• Analyze and assess the regional distribution of benefits and burdens of transportation system investments included in the TIP and other major planning documents for different socio-economic groups;
• Participate in activities with the MPO regarding identifying and responding to needs of minority and low-income populations. Make recommendations or undertake endeavors to ensure that the views of these populations and others facing barriers to access are solicited and addressed;
• Conduct outreach among all DC residents, including minority and low-income populations to ensure effective engagement in the transportation planning process. Document targeted strategies and methods utilized to engage these populations, including but not limited to:
  – Advertising public meetings, etc. in diverse media resources.
  – Making technical information available in user-friendly format.
  – Making information available electronically.
  – Contacting minority groups or leaders to identify information needs and issues of concerns.
  – Utilizing citizen advisory committees.
  – Holding meetings at accessible locations/convenient dates/times.
  – Utilizing non-traditional meeting formats.
• Provide and document special accommodations for disabled and limited English proficient individuals/groups to ensure these individuals/groups are afforded equal opportunities to participate in the planning process;
• Document input received from minority and low-income populations, as well as, other groups facing barriers to access;
• Coordinate with OCR and maintain records of agency responses to public inquiries; and
• Evaluate public involvement activities on a project-by-project basis.

Environment

• During project development, identify and address disproportionately high or adverse human health and environmental effects on minority and low-income populations per EO12898 (EJ) requirements;
• Ensure that potential effects of a project on minority and low-income populations are identified and considered, regardless of the project's level of NEPA documentation (Categorical Exclusion, Environmental Assessment, and Environmental Impact Assessment);
• Collect data on program beneficiaries and develop community profiles to support effects analysis (data to be collected may include community boundaries, racial and ethnic makeup, age, income levels, property taxes, community services, schools, hospitals, shopping areas, existing
transportation assets, etc.);

• Conduct outreach among minority and low-income populations to ensure effective public engagement during project development. Document targeted strategies and methods utilized to engage these populations, including but not limited to:
  – Advertising public meetings, etc. in diverse media resources.
  – Making technical information available in user-friendly formats.
  – Making information available electronically.
  – Contacting minority groups or leaders to identify information needs and issues of concerns.
  – Utilizing citizen advisory committees.
  – Holding meetings at accessible locations/convenient dates/times.
  – Utilizing non-traditional meeting formats.

• Provide and document special accommodations for disabled individuals/groups and limited English proficient individuals/groups to ensure equal opportunities to participate in decision-making;

• Engage affected communities in the development of avoidance, minimization, mitigation and enhancement strategies;

• Document input received from minority, low-income and other populations facing barriers to access; and

• Coordinate with OCR and maintain records of agency public responses.

Research

• Consider Title VI considerations and the needs of low-income and minority populations, as well as other Title VI protected populations facing barriers to access in the selection and prioritization of problem statements; and

• Encourage diversification in the selection of consultants/universities. Take efforts to ensure that minority universities or universities with significant minority student representation are afforded equitable opportunities to participate in DDOT's research projects.

D. Progressive Transportation Services Administration

The mission of the Progressive Transportation Services Administration (PTSA) is to provide the public with efficient, affordable and diverse means of travel within the District for the residents, workers and visitors. PTSA oversees the DC Circulator and DC Streetcar transit services as well as the Student Transit Subsidy Program.

PTSA utilizes several forms of outreach to share information about our programs and services. Some of these forms include: public meetings, meet the rider events, social media, printed materials, websites, customer surveys, and e-newsletters. Outreach is focused on highlighting current mass transit projects, studies, plans, initiatives,
and service changes that affect District residents.

Title VI Responsibilities:

- Conduct equity analysis when changing service route(s);
- Document changes to service features of fare rates and assess any effects it will have on minority transit users, low-income transit users, etc. Conduct analysis prior to adjusting fare rates when certain criteria are met;
- Conduct outreach among minority populations and low-income populations to ensure effective public engagement during project development, including changes to services features or fare rates. Document targeted strategies and methods utilized to engage these populations, including but not limited to:
  - Advertising public meetings, etc. in diverse media resources.
  - Making technical information available in user-friendly format.
  - Making information available electronically.
  - Contacting minority groups or leaders to identify information needs and issues of concerns.
  - Consulting citizen advisory groups.
  - Holding meetings at accessible locations/convenient dates/times.
  - Utilizing non-traditional meeting formats.
- Provide and document special accommodations for physically challenged, visually and hearing impaired, and limited English proficient individuals to ensure that meaningful access to services and equal opportunities to participate in decision-making are afforded to all;
- Document input received from minority, low-income and other populations facing barriers to access. Maintain records of agency responses;
- Evaluate public involvement activities and address any concerns received;
- Provide public information regarding DDOT programs in an equitable manner to all wards and communities; and
- Engage affected communities in the development of avoidance, minimization, and mitigation of Title VI concerns.

E. Public Space Regulations Administration

The Public Space Regulation Administration (PSRA) is responsible for ensuring that all work conducted in public spaces is completed in accordance to all applicable public space laws and regulations, and DDOT standards and guidelines. PSRA provides technical reviews and comments for public space permit applications, and process all applications for permits. Such permits include temporary permits, occupancy permits for work zones and permanent changes to public spaces such as a new sidewalk and street trees. DDOT’s Customer Services Division is also housed
in PSRA. The Customer Service Division serves as the main point of contact for all applicants and public inquiries regarding public space permits and inspections.

Title VI Responsibilities:

- Review procedures relating to the fulfillment of customer service requests for compliance with Title VI to identify and eliminate barriers to access for Title VI protected populations;
- Provide and document special accommodations for disabled individuals/groups and limited English proficient individuals/groups to ensure meaningful access to services, and opportunities to participate;
- Provide special accommodations for limited English proficient/non-English proficient individuals when a field inspection is requested.
- Increase access for LEP/NEP individuals seeking applications for public space permits;
- Collect LEP data based on number and types of encounters with LEP individuals and report to OCR quarterly; and
- Document input received from minority, low-income and other populations facing barriers to access. Maintain records of agency responses.

F. Transportation Operations Administration

The Transportation Operations Administration (TOA) seeks to effectively maintain the integrity of public assets, such as roadways, sidewalks, traffic calming devices, alleyways, bridges, tunnels, streetlights, and parking meters to ensure a safe and user-friendly transportation environment.

Title VI Responsibilities:

- Review procedures relating to the fulfillment of service requests for compliance with Title VI and identify and eliminate barriers to access;
- Provide and document special accommodations for disabled individuals/groups and limited English proficient individuals/groups to ensure meaningful access to services and provide equal opportunities for all to participate in decision-making;
- Document input received from minority, low-income, elderly, and other Title VI protected populations facing barriers to access. Maintain records of agency responses;
- Ensure that mitigating measures identified during project development are effectively implemented (i.e. safety though construction zones, noise and air impacts, traffic calming, ADA compliant facilities, etc.); and
- Review monitoring/inspection activities to ensure procedures/practices
do not result in disparate treatment of Title VI protected groups.

**G. Urban Forestry Administration**

The Urban Forestry Administration (UFA) manages and increases the District's street trees to maintain healthy trees that provide: improved air quality; increased ground water retention that minimizes runoff and flooding; temperature moderation; aesthetics; and other benefits to the community. UFA is divided into two divisions, Program Operations Division and the Field Operations Division. The Program Operations Division provides educational information to District residents about the benefits of growing trees and encourages planting of appropriate tree species. The Field Operations Division provides public services such as pruning, small tree removals and clean-up of tree debris and stumps, to provide safe sidewalk and street clearance.

**Title VI Responsibilities:**

- Conduct outreach among minority and low-income populations to ensure effective public engagement during project development. Document targeted strategies and methods utilized to engage these populations, including but not limited to:
  - Advertising public meetings, etc. in diverse media resources.
  - Making technical information available in user-friendly format.
  - Making information available electronically.
  - Contacting minority groups or leaders to identify information needs and issues of concerns.
  - Utilizing citizen advisory committees.
  - Holding meetings at accessible locations/convenient dates/times.
  - Utilizing non-traditional public meeting formats.
- Provide and document special accommodations for disabled individuals/groups and limited English proficient individuals/groups to ensure meaningful access to services and equal opportunities to participate in decision-making;
- Document input received from minority, low-income and other Title VI protected populations facing barriers to access. Maintain records of agency public responses;
- Evaluate public involvement activities; and
- Ensure mitigating measures identified during project development are effectively implemented (runoff minimization, storm water, air quality, etc.).
VII. SPECIAL EMPHASIS PROGRAM AREAS

A Special Emphasis Program is a program area in which, during the annual program area reviews or as a result of a complaint received by DDOT, a trend or pattern of discrimination is identified. Thus far, OCR’s Title VI program has strived to manage its program in a proactive manner, relying on the cooperation from the managers and Title VI liaisons in its internal program area offices. In the event that a trend or pattern of discrimination is identified in a particular area, the Title VI Coordinator will notify the Chief of OCR to fully evaluate and assess the observed issue. OCR will then notify, recommend a corrective action plan, and work with the appropriate Program Area Manager and Title VI liaison to remedy the trend or pattern of discrimination. The DDOT Director and Transportation Equity & Inclusion Officer will also be notified and kept abreast of the issue and OCR’s involvement with the Program Area in correcting the discrimination. Once the corrective action has been implemented, the Title VI program will monitor the area on a quarterly basis. Currently, DDOT does not have any Special Emphasis Program Areas within the agency.

VIII. SUB-RECIPIENT REVIEW

Title VI sub-recipient compliance reviews are performed by the agency’s Title VI Coordinator, OCR staff in coordination with DDOT program area staff. The purpose of a Title VI compliance review is to determine whether sub-recipients (entities that receive federal assistance through DDOT, including ‘pass-through’ assistance) are in compliance with requirements under applicable federal and state regulations. The Title VI sub-recipient compliance reviews are the principal vehicle used for determining whether sub-recipients are meeting their obligations to ensure nondiscrimination. In accordance with Federal regulations, DDOT must ensure that sub-recipients do not discriminate in the selection and retention of contractors, including those whose services are retained for or incidental to, construction, planning, research, highway safety, engineering, property management, fee contracts and other commitments with person for services and expenses incidental to the acquisition of right-of-way.

The Title VI Coordinator ensures sub-recipient compliance with Title VI by conducting pre-award reviews, post-award reviews, and complaint investigations. Pre-award and post-award reviews may take the form of a desk-audit and/or an on-site review. The information gathered during the review is used to evaluate the sub-recipient’s efforts to comply with program requirements and to identify deficiencies or violations that require the agency to take further action.

When deficiencies or violations are found as a result of a pre-award or post-award review, the first priority is to secure voluntary compliance. The Title VI Coordinator may recommend that the applicant take preventive measures to ensure that discrimination will not occur in their program as a condition of receiving federal funds. The Title VI
Coordinator and OCR staff will also identify and provide technical assistance to sub-recipients as part of a proactive approach to achieve voluntary compliance.

**Deficiencies, Remedies and Sanctions**
When voluntary compliance procedures have been unsuccessful in bringing a sub-recipient into compliance, DDOT is authorized to impose sanctions, up to and including refusal to grant or termination of funds.

**Complaint Investigations**
In addition to pre-award and post-award reviews, OCR staff investigates sub-recipients against whom they have received complaints alleging violations of Title VI or other Federal civil rights statutes. OCR will interview both complainant and respondent. Depending on the nature of the complaint and the amount of information available, the investigation may also take the form of an on-site review and will be based on current Title VI regulations. The Chief of OCR will submit a written report regarding each complaint and its investigation to FHWA.

**Outreach and Education**
OCR staff provides outreach and education to inform its sub-recipients of their obligations and rights under Title VI. These outreach efforts include:

- Summarizing the requirements of Title VI;
- Noting the availability of Title VI information from the recipient and the Federal funding agency;
- Explaining the procedures for filing a complaint;
- Using other forms of public distribution, such as pamphlets, handbooks, manuals, and broadcast media to disseminate Title VI and civil rights information; and
- Providing information on the recipient’s program in non-English languages, as needed.

**Technical Assistance**
OCR staff provides technical assistance to its sub-recipients in an effort to meet general reporting requirements and prevent or correct discriminatory practices and activities. The provision of technical assistance is integral to the voluntary compliance process. Technical assistance may include:

- Providing sample Title VI outreach materials, including sample notices to the public informing beneficiaries of their rights under Title VI and procedures for filing a complaint;
- Providing sample Title VI complaint procedures;
- Explaining procedures for data collection and resources for obtaining demographic information;
• Providing sample grant applications;
• Helping sub-recipients establish an advisory board; and
• Conducting trainings, workshops and conferences.

Monitoring of Sub-recipient Activities

Sub-recipients must submit a Title VI Plan to the DDOT Office of Civil Rights (OCR) within thirty (30) days of notification of selection. Firms that do not have a current report on file with DDOT, will also be required to submit a Title VI Plan within thirty (30) days of this notification. You have the option of submitting these documents electronically to the applicable DDOT Program Manager via electronic or hardcopy mail. A copy should also be delivered to the Title VI Coordinator, via electronic or hardcopy mail.

The Title VI Coordinator may request additional information and/or recommend corrective actions to secure the sub-recipient’s voluntary compliance. The VI Coordinator, in collaboration with the DDOT Program Manager, may also randomly schedule an on-site compliance review at the sub-recipient’s office or worksite.

If deficiencies are identified, the sub-recipient will have 90 days from receipt of the letter of deficiency to voluntarily bring their program into full compliance. If compliance cannot be achieved within the allotted time frame, the sub-recipient may be found in noncompliance and DDOT is authorized to cease negotiations, withhold payments, cancel, terminate, or suspend the contract or agreement in whole or part.

Pre-Award and Post-Award Reviews

Compliance reviews are the principle vehicle used for determining whether sub-recipients are meeting their obligations to ensure nondiscrimination. OCR will conduct compliance reviews on an annual basis or immediately following receipt of a complaint. The reviews may take the form of either a desk-audit or an on-site review. The information gathered during the review process is used to evaluate the sub-recipient’s efforts to comply with program requirements and to identify deficiencies or violations that require DDOT to take further action.

Each year, OCR in coordination with the applicable DDOT program office will develop annual schedules for conducting reviews. Priority will be given to reviews specifically requested by the Federal Highway Administration.

IX. DATA COLLECTION

Statistical data on program beneficiaries (e.g., relocates, affected populations, participants, sub-recipients) will be gathered and maintained by DDOT. Data collection is the primary means by which DDOT can monitor whether its program funds are reaching the communities that needs assistance. OCR works collaboratively with the
Title VI Implementation Committee to manage the data collection process and identify strategies for integrating these requirements into existing activities and procedures. OCR intends to meet quarterly with the Committee to ensure data is collected appropriately.

OCR has begun working with OITI’s GIS and Applications Manager to explore ways to identify and address potential gaps in the opportunities and services DDOT provides to the elderly, low income, minorities, and foreign born residents in all wards of the District. DDOT will use various demographic indicators, from the census and DDOT data to help make decisions on where DDOT services are needed most. DDOT will also be working with OITI to simplify the public involvement data collection and documentation process by automating information received from the public regarding meetings and events hosted by DDOT.

At a minimum the following data will be collected on program beneficiaries:

- Race
- Color
- National Origin
- Sex
- Disability
- English proficiency
- Income level
- Age

In analyzing the relative distribution of benefits and burdens of the transportation program on minority and low-income populations, DDOT will also collect the following data:

- Community boundaries
- Racial and ethnic make up
- Income levels
- Community services (car seat program)
- Senior centers
- Schools
- Hospitals
- Shopping areas
- ADA compliant facilities

In addition to the categories of data described above, each program area will be responsible for reporting:

- The manner in which services are provided by the program;
- Data regarding covered employment, including the use of bilingual
employees to work with beneficiaries having limited English proficiency;
• The location of existing or proposed facilities and information regarding whether the location will have the effect of denying access to any person on the basis of prohibited discrimination;
• The race, color, and national origin of the members of any planning or advisory body that is an integral part of the program;
• Requirements and procedures designed to guard against unnecessary impact on persons on the basis of race, color, or national origin when relocation is involved; and
• Number and nature of discrimination complaints received.

Data Sources

Data will be obtained from a variety of sources including:

• Surveys from public meetings;
• Data received from public comments;
• Data received from discrimination complaint forms;
• Census Bureau/American Community Survey data;
• DC Office of Planning data;
• GIS overlays;
• Community/neighborhood profiles;
• Data from Mayor’s outreach office (Office on Latino Affairs, Office on African Affairs, Office on Asian and Pacific Islander Affairs, and Office of Disability Rights);
• Data from local school and school district boundaries;
• Data and information from community leaders/organizations/local contacts; and
• Data and information from public/social service agencies.

Listed on the following pages are the DDOT Data Collection Matrixes for each of the Program Administrations.
### Office of Civil Rights (OCR)

<table>
<thead>
<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collection by Program Area</th>
<th>Methods of Reporting</th>
<th>Reporting Period</th>
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<tbody>
<tr>
<td>• Title VI Program Administration</td>
<td>Title VI Complaints</td>
<td>• Complaint Log</td>
<td>• Updated Continuously</td>
</tr>
<tr>
<td>Sub-recipient Data</td>
<td>• Sub-recipient Title VI Plan • Pre-award Reviews • Post-award Reviews</td>
<td></td>
<td>• Annually • Prior to award • Annually or following receipt of complaint</td>
</tr>
<tr>
<td>• Title VI Program Administration</td>
<td>Demographic Data</td>
<td>• Census and Office of Planning Data</td>
<td>• As requested</td>
</tr>
</tbody>
</table>

### Infrastructure Project Management Administration (IPMA)

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<thead>
<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collected by Program Area</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
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</thead>
<tbody>
<tr>
<td>• Design and Construction • Right-of-Way/Property Management</td>
<td>Demographic data on program beneficiaries</td>
<td>• Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees</td>
<td>• Monthly • Monthly</td>
</tr>
<tr>
<td>Public Involvement data</td>
<td>• Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Meeting Evaluation Forms/Comment Cards</td>
<td></td>
<td>• Monthly • Monthly</td>
</tr>
<tr>
<td>Language access data on program beneficiaries</td>
<td>• Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Language Line Data</td>
<td></td>
<td>• Monthly • Monthly • Quarterly</td>
</tr>
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</table>
### Policy, Planning and Sustainability Administration (PPSA)

<table>
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<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collected by Program Area</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Planning</td>
<td>Ethnic/Racial Makeup of Communities</td>
<td>GIS Demographic &amp; Project Maps</td>
<td>Annually/Biannually</td>
</tr>
<tr>
<td>• Environmental</td>
<td>Limited English Proficient (LEP) individuals, individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English. Non-English Proficient (NEP) individuals are individuals who cannot speak, read, write or understand English.</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees</td>
<td>Monthly • Monthly</td>
</tr>
<tr>
<td>• Research</td>
<td>Public Involvement data</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Meeting Evaluation Forms/Comment Cards</td>
<td>Monthly • Monthly • Monthly</td>
</tr>
<tr>
<td></td>
<td>Language access data on program beneficiaries</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Language Line Data</td>
<td>Monthly • Monthly • Quarterly</td>
</tr>
<tr>
<td></td>
<td>Environmental Justice Impacts</td>
<td>Environmental Evaluation Screening Forms • EA/EIS Documentation</td>
<td>Project-by-project basis • Project-by-project basis</td>
</tr>
</tbody>
</table>

### Progressive Transportation Services Administration (PTSA)

<table>
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<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collected by Program Area</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
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</thead>
<tbody>
<tr>
<td>• Project Development</td>
<td>Demographic data on program beneficiaries</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees</td>
<td>Monthly • Monthly</td>
</tr>
<tr>
<td></td>
<td>Public Involvement data</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Meeting Evaluation Forms/Comment Cards</td>
<td>Monthly • Monthly • Monthly</td>
</tr>
<tr>
<td></td>
<td>Language access data on program beneficiaries</td>
<td>Title VI Public Event Form • Title VI Public Involvement Form for Meeting Attendees • Language Line Data</td>
<td>Monthly • Monthly • Quarterly</td>
</tr>
</tbody>
</table>
# Public Space Regulations Administration (PSRA)

<table>
<thead>
<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collected by Program Area</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Public Space Inspections&lt;br&gt;• Public Space Permits&lt;br&gt;• Plan Review&lt;br&gt;• Customer Service</td>
<td>Public Space Permitting Activities</td>
<td>• Public Space Permits Report</td>
<td>• Quarterly</td>
</tr>
<tr>
<td></td>
<td>Public Space Inspection Activities</td>
<td>• Monthly Inspection Activities Report (Notice of Violation/Stop Work Order)</td>
<td>• Quarterly</td>
</tr>
</tbody>
</table>

# Transportation Operations Administration (TOA)

<table>
<thead>
<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collection</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Emergency Management&lt;br&gt;• Service/Maintenance&lt;br&gt;• Inspections</td>
<td>Customer Service Requests</td>
<td>• Service Request Performance Report</td>
<td>• Monthly</td>
</tr>
<tr>
<td></td>
<td>Inspection Activities</td>
<td>• Monthly Inspection Activities Report (# assets inspected and locations)</td>
<td>• Quarterly</td>
</tr>
</tbody>
</table>

# Urban Forestry Administration (UFA)

<table>
<thead>
<tr>
<th>Title VI Compliance Areas</th>
<th>Data Collected by Program Area</th>
<th>Method of Reporting</th>
<th>Reporting Period</th>
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</thead>
<tbody>
<tr>
<td>• Project Development&lt;br&gt;• Service/Maintenance</td>
<td>Demographic data on program beneficiaries</td>
<td>• Title VI Public Event Form&lt;br&gt;• Title VI Public Involvement Form for Meeting Attendees</td>
<td>• Monthly&lt;br&gt;• Monthly</td>
</tr>
<tr>
<td></td>
<td>Public Involvement data</td>
<td>• Title VI Public Event Form&lt;br&gt;• Title VI Public Involvement Form for Meeting Attendees&lt;br&gt;• Meeting Evaluation Forms/Comment Cards</td>
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<td>• Monthly&lt;br&gt;• Monthly&lt;br&gt;• Quarterly</td>
</tr>
<tr>
<td></td>
<td>Customer Service Requests</td>
<td>• Service Request Performance Report</td>
<td>• Monthly</td>
</tr>
</tbody>
</table>
Sub-recipients

OCR, in coordination with the Office of Contracting and Procurement and applicable program area, will collect data on DDOT’s contractors, subcontractors, and grantees.

Data to be collected include, but is not limited to:

- Type of entity
- Grant type
- Affirmative Action Plan
- Title VI Policy Statement and Assurances
- Complaints
- Summaries of applicable compliance reviews
- DBE participation
- Recruitment activities
- Civil Rights training activities
- Summary of Title VI violations, deficiencies

Data will be collected from sub-recipients during pre and post-award reviews, and during applicable civil rights compliance investigations. Each year, OCR will determine an annual schedule for reviewing sub-recipients’ compliance with Title VI. Program areas with existing procedures for reviewing sub-recipient/sub-grantees that are independent of OCR activities, will report such data to OCR on an annual basis.

X. PUBLIC PARTICIPATION/PUBLIC INVOLVEMENT

Public participation is an integral part of the transportation process which helps to ensure that all communities have an opportunity to consider and comment on proposed DDOT transportation projects (USDOT-FHWA website). DDOT is committed to ensuring opportunities for the public to be involved in all phases of project development, from planning to implementation. Early effective public involvement allows for public input in the planning process which ensures that projects are nondiscriminatory and include various viewpoints. It may also prevent delays or surprises in the project development phase. As such, DDOT is in the midst of developing its public participation plan. The newly hired Community Engagement Supervisor and Public Information Officer are working with the Office of Civil Rights on this effort.

Public participation can be grouped into three areas:

A. Engaging People Through Outreach and Organization
B. Techniques for Public Involvement
C. Generating Feedback
A. Engaging People Through Outreach and Organization

Public Participation Process

DDOT has a proactive public involvement process providing a public comment period prior to the adoption of key transportation plans and programs. The comment periods vary depending on DDOT’s projects. DDOT has procedures in place to inform the public about how, when, and where they may participate. DDOT public involvement process strives to do the following:

- Providing complete information about DDOT’s activities;
- Providing timely public notification;
- Allowing full access to key decision-makers;
- Providing early and continuing involvement in the development of transportation plans and programs;
- Providing outreach programs for all stakeholders;
- Addressing Title VI and Environmental Justice provisions; and
- Providing continuous interaction with Advisory Neighborhood Commissions (ANC) and other community organizations regarding DDOT’s project plans.

Public Meetings

DDOT holds public meetings for planning activities, corridor studies, environmental assessments (EA) and environmental impact statements (EIS), during all phases of project development. Public meetings are held in every ward in the District of Columbia for the purpose of engaging the public in the decision-making process, and soliciting feedback. Meetings are held at locations that are accessible and convenient for community members and individuals facing barriers to access; locations can include schools, churches and community centers. The intent of holding public meetings at diversified locations is to solicit broad public comment.

In addition to hosting public meetings, DDOT program managers and other staff members attend ANC meetings, and community events across the city to expand outreach efforts. DDOT will continue to reach hard-to-reach groups and individuals.

Notice of public hearings and public informational meetings are provided to ANCs and other groups representing minority and low-income populations. DDOT requests that the ANCs provide their members with meeting notices and information.

Special accommodations are made for LEP, low-income and disabled individuals. Also, DDOT accommodates for individuals without transportation by scheduling meetings during the times when public transit and para-transit services are operating or will make special arrangements to ensure that individuals have an opportunity to access transportation to the meetings. Interpreters are provided, when requested, at public
meetings. The Office of Civil Rights maintains a blanket purchase order to enable use of interpreters on short notice and on an as-needed basis.

**Opportunities for Participation**

As part of the transportation planning process in meeting the requirements of Title VI and to better serve the community, DDOT has developed specific outreach strategies for low-income, minority, LEP and disadvantaged communities, to ensure participation. Outreach strategies for these communities include:

- **Accessible Meetings:** For those without transportation and the disabled, DDOT holds meetings and public hearings during times when public transit and para-transit service is available. A reasonable attempt is made to notify organizations representing minority and disabled individuals. Additionally, DDOT requests that ANCs provide their members with meeting notices and information. DDOT strives to host public outreach events at both “traditional” and non-traditional to ensure greater participation by those who cannot attend evening meetings due to other commitments;
- **Meeting Location:** DDOT public outreach events are held at a variety of accessible location types, including schools, community centers, transit stops, and festivals;
- **Meeting Format:** DDOT hosts public outreach events in a variety of formats that are both attractive and accessible to its constituents, including open-house style public meetings, “pop-up” events at locations such as transit centers, community centers and festivals that allow for one-on-one interaction;
- **Partnerships with Community Organizations:** DDOT may partner with community-based organizations to help promote outreach events, distribute materials, and develop deeper relationships with the communities it serves.
- **Translation:** DDOT translates print outreach materials for LEP populations, as required by DDOT’s Language Access Plan;
- **Interpretation:** DDOT provides interpreters, at public meetings and events, as needed. The DDOT Office of Civil Rights maintains a blanket purchase order to enable use of interpreters on short notice and on an as-needed basis.
- **ADA Accommodation:** DDOT provides ADA accommodation at meetings, as requested;
- **Ethnic Media:** DDOT promotes events in ethnic and non-English language media, including local Spanish language newspapers and television stations;
- **Language Access Line:** DDOT offers the Language Line interpretation service for LEP and NEP constituents who contact DDOT by phone or in-person at DDOT offices; and
- **“I Speak” Cards:** DDOT distributes “I Speak” cards at public outreach events for limited English or non-English speaking constituents in areas identified as having an above average number of linguistically isolated households.
B. Techniques for Public Involvement

DDOT’s public involvement process contains the following elements:

- Involvement opportunities for the public to be involved in all phases of the planning process;
- Mechanisms for establishing and maintaining communications between the public and local officials via methods including mailings, listserves, legal ads, displays, website/webpages, newsletters, and mass and diverse media outlets. DDOT’s website and related projects websites are easy ways for the public to quickly obtain information about ongoing projects and activities in their community, ask questions, and voice comments and concerns;
- Dissemination of information ensuring that technical information is available and in simplified user-friendly formats. Vital information and documents may be translated into a variety of foreign languages depending on the area of distribution and intended audience;
- Venue for DDOT to respond to public comments through phone calls and letters. The names of individuals and groups are placed on DDOT’s listserv(s) in order to receive follow-up information or documentation on specific projects and activities; and
- Use of Advisory Committees (ANCs, Citizen and Technical Advisory Committees) to engage stakeholders during planning and project development, and ensure concerns are seriously considered in the decision-making process.

Access to Information

DDOT provides the public with reasonable and timely access to technical and policy information relating to the data or content used in the development of transportation plans, programs and projects. Documents are available for public inspection at DDOT headquarters, DDOT’s website and project related websites/webpages, and at the project site office (as applicable).

Targeted public involvement strategies include, but are not limited to:

- Communicating and seeking assistance from members of the community and community based organizations that are able to identify minority and/or low-income communities that are affected by the proposed action;
- Forming community advisory taskforces, and ensuring that representatives from minority, low-income, and limited-English proficient communities are included, as applicable;
- Utilizing the Mayor’s Offices on Latino Affairs, Asian and Pacific Islander Affairs, African Affairs, and the DC Language Access Coalition, to distribute information to limited-English proficient communities;
• Using oral interpreters at public meetings and events, and translating project information into other languages;
• Selecting meeting locations and times to accommodate low-income groups;
• Soliciting information from the local community on environmental issues through nontraditional methods (i.e., survey community hot spots where the locals gather, barbershops, and popular restaurants); and
• Soliciting public comments on environmental issues through formal/informal public notice and comment procedures tailored to the community.

C. Generating Feedback

Public Education

DDOT continually educates the public on the existence of its resources and how they can benefit from them. Whenever DDOT conducts outreach activities, every effort will be made to ensure communication will be written and presented in a manner that is easy to understand. The following are ongoing activities used by the DDOT staff to educate the citizens of the District of Columbia.

• Compilation of education packets/brochures made available at public meetings, public offices, agencies, and also posted on DDOT’s and the District of Columbia’s websites;
• Presentation made by DDOT staff at community and ward-based meetings of DDOT’s ongoing and upcoming activities and projects;
• Distribution of “I Speak” cards for limited English or non-English speaking individuals;
• Availability of a Language Access Line at DDOT offices;
• Public meeting calendar posted on DDOT’s and the District of Columbia’s websites; and
• DDOT’s project-related websites/webpages

Efforts through Planning to Project Development

At DDOT, the public involvement process starts at the planning stage and continues through project development, including:

• Outreach to the public to inform the community about DDOT’s plan
• Efforts to seek community comments and suggestions
• Advertisements in newspapers, websites, fliers, etc.
• Community Meetings
• Grass roots efforts, door-to-door notices
• Survey Forms/Public Comments (reports)
• Public access to drawings, plans, etc.
• Efforts to accommodate the community (mitigation efforts)
The DDOT Office of Civil Rights Title VI staff will continue to work with members of the Title VI Implementation Committee to research new and innovative ways to further involve the public in its transportation process.

Statistical Information: DDOT Public Involvement Overview 2014-2015

From October 1, 2014 to September 30, 2015, DDOT hosted or attended 161 events, including “Pop-Up” events at transit centers and festivals, open houses, ANC meetings, civic associations, free child safety seat inspections and installations, and public safety events at local schools (Table 1). These events were spread out across the eight wards of the District of Columbia, and more than half of them took place in wards where the minority populations exceed the District average (Table 2).

Table 1 - Public Meetings Hosted or Attended
January 2013-September 2015

<table>
<thead>
<tr>
<th>Hosted or Attended</th>
<th>Public Outreach Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hosted</td>
<td>95</td>
</tr>
<tr>
<td>Total Attended</td>
<td>66</td>
</tr>
<tr>
<td>Total Reported</td>
<td>161</td>
</tr>
</tbody>
</table>

Table 2 - Public Meetings/Events by Ward and Demographics
October 1, 2014 –September 30, 2015

<table>
<thead>
<tr>
<th>Ward</th>
<th>Public Outreach Events</th>
<th>Minority (%) 2009-2013(^1)</th>
<th>Poverty Rate (%) 2009-2013(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>11</td>
<td>46%</td>
<td>13%</td>
</tr>
<tr>
<td>Two</td>
<td>16</td>
<td>24%</td>
<td>12%</td>
</tr>
<tr>
<td>Three</td>
<td>12</td>
<td>17%</td>
<td>9%</td>
</tr>
<tr>
<td>Four</td>
<td>15</td>
<td>74%</td>
<td>13%</td>
</tr>
<tr>
<td>Five</td>
<td>23</td>
<td>83%</td>
<td>21%</td>
</tr>
<tr>
<td>Six</td>
<td>42</td>
<td>49%</td>
<td>15%</td>
</tr>
<tr>
<td>Seven</td>
<td>11</td>
<td>98%</td>
<td>27%</td>
</tr>
<tr>
<td>Eight</td>
<td>31</td>
<td>96%</td>
<td>38%</td>
</tr>
<tr>
<td>DC Average</td>
<td>20</td>
<td>60%</td>
<td>19%</td>
</tr>
</tbody>
</table>

XI. COMPLYING WITH LIMITED ENGLISH PROFICIENCY (LEP)

Limited English proficient (LEP) individuals are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or

\(^1\) American Community Survey 2009-2013 Five Year Estimates (most recent)
understand English. Similarly, non-English proficient (NEP) individuals are individuals who cannot speak, read, write or understand English at all.

A. Language Access and Assistance Plan

The purpose of DDOT’s Language Access and Assistance Plan is to (1) identify NEP and LEP persons who need language assistance; (2) provide language assistance to the population in need; (3) develop a plan to train staff; (4) provide notice of services to LEP persons; and (5) develop a plan to monitor/update the plan. On a biennial basis, DDOT develops a Language Access Plan (BLAP), which is based on the same criteria established in FTA’s publication “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers Prepared by: The Federal Transit Administration Office of Civil Rights April 13, 2007.”

DDOT has attached the 2015-2016 Biennial Language Access Plan (BLAP) to this document (see Appendix E). DDOT is satisfied that the BLAP meets the standard set by FTA for a state DOT’s Language Access and Assistance Plan.

B. Limited English Proficiency Plan

The District of Columbia’s LEP policy is intended to ensure that all people, regardless of their proficiency in English, have meaningful access to the benefits of DDOT’s programs and services. As a recipient of the U.S. Department of Transportation, DDOT must assure that limited English proficient (LEP) people are provided with meaningful language assistance to ensure equal access to all of its programs and services. The LEP plan provides the analysis DDOT uses for determining the need for an LEP program, outlines the methods for how DDOT collected the information, and discusses how DDOT integrates LEP activities into all of its programs and services to meet the needs of the LEP communities in the District.

DDOT has attached the FHWA approved 2015 Limited English Proficiency Plan to this document (See Appendix F).

XII. ENVIRONMENTAL JUSTICE

Introduction

On February 11, 1994, President Clinton signed Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. The Executive Order requires Federal agencies to achieve environmental justice (EJ) by identifying and addressing disproportionately high and adverse human health and
environmental effects, including the interrelated social and economic effects of their programs, policies, and activities on minority populations and low-income populations in the United States.

EO 12898, related DOT, and FHWA Orders on EJ, expound upon the principles of Title VI of the Civil Rights Act of 1964 (Title VI) and related statutes emphasizing non-discrimination and equity considerations in the environmental and transportation decision-making processes. The nondiscrimination requirements of Title VI extend to all programs and activities of District Department of Transportation (DDOT) and its respective sub-recipients and contractors, therefore EJ requirements apply to all DDOT projects, including those which do not involve Federal-aid funds.

There are three fundamental environmental justice principles:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction of, or significant delay in the receipt of benefits received by minority and low-income populations.

Integrating EJ in the National Environmental Policy Act (NEPA) Process

DDOT identifies and analyzes for disproportionately high and adverse human health or environmental effects on minority and low-income populations throughout the NEPA process; from the initial phases of the screening analysis through the consideration and communication of all alternatives and associated mitigation measures. Potential impacts to the human environment drives the processing option decision as much as potential impacts to the natural environment. Impacts to both the human and natural environment are given comparable consideration throughout transportation decision-making.

NEPA Analyses

If the proposed activity is deemed significant to warrant the development of an EIS, or if the community has raised significant concerns to be addressed in an EA, DDOT staff will conduct the NEPA analysis. The NEPA section of the public participation plan designed as part of a scoping effort for an EA or EIS will describe any environmental justice concerns identified by DDOT, and include opportunities for the public to suggest and comment on alternatives and mitigation measures aimed at reducing or avoiding disproportionately high and adverse effects on EJ populations.
Specific actions to integrate EJ considerations into the NEPA process include:

- Analyzing environmental effects, including human health, economic, and social effects on minority and low-income populations when such analysis is required by NEPA;
- Ensuring that mitigation measures outlined or analyzed in Environmental Assessments (EAs), Environmental Impact Statements (EISs), and Record of Decisions (RODs), whenever feasible, address disproportionately high and adverse environmental effects or proposed actions on minority and low-income populations; and
- Providing opportunities for community input in the NEPA process, including identifying potential effects and mitigation measures when consulting affected communities and improving accessibility to public meetings, official documents, and notices to affected communities.

It is critical to note that while EO 12898 on Environmental Justice specifically identifies minority and low-income populations as the focus of consideration, Title VI and related non-discrimination statues also prohibit discrimination on the basis of race, color, national origin (including limited English proficiency), sex, disability, and age. Throughout the NEPA process, special efforts are taken to ensure that project impacts do not adversely affect individuals and populations belonging to any of the aforementioned protected categories.

DDOT’s Infrastructure Project Management Administration has established standards to address and identify EJ impacts throughout the NEPA process for all DDOT construction projects. These standards are discussed below and also documented in the DDOT’s Environmental Manual, 2nd Edition. DDOT is currently assessing the following projects for environmental impacts:

- **Benning Road and Bridge Transportation Improvements Project**
  DDOT is working with FHWA to conduct an Environmental Assessment (EA) for the proposed Benning Road and Bridge Multi-Modal Transportation Improvements, per the requirements of the National Environmental Policy Act. The project will also include evaluation of historic resources, as required under Section 106 of the National Historic Preservation Act. The study area is along Benning Road, NE, from Oklahoma Avenue to the Minnesota Avenue and Benning Road Metrorail Stations.

- **Union Station to Georgetown Transportation Improvements Project**
  DDOT is working with FHWA to prepare an EA for the Union Station to Georgetown Transportation Improvements Project. The EA will be prepared in accordance with the National Environmental Policy Act, and the Section 106 of the National Historic Preservation Act. The Federal Transit Administration (FTA) is a co-lead for the EA. The study area includes a 3.3
mile long corridor from 3rd Street NE to 33rd Street NW. The EA will evaluate the environmental effects of the reconstruction of the roadway to provide multi-modal and safety improvements. The evaluation of transportation improvements for all modes – streetcar, vehicular, transit, bicycle, and pedestrian – are evaluated to determine the best multi-modal enhancements on the corridor

- **Broad Branch Road Project**
  DDOT is working with FHWA to prepare an EA for the proposed rehabilitation of Broad Branch Road between Linnean Avenue and Beach Drive. FHWA is the lead federal agency for the project with the National Park Service (NPS) as a cooperating agency. The purpose of the proposed action is to rehabilitate Broad Branch Road to satisfy operational and safety needs and done so in a manner keeping with the setting of the project area. Context sensitive solutions will take into account the adjoining land uses - residential developments and wooded areas to the west and Rock Creek Park to the east. Improvements to the corridor will consider all modes of transportation including bicycles and pedestrians.

- **Pennsylvania Avenue/Potomac Avenue SE Project**
  The Pennsylvania and Potomac Avenues SE Intersection Improvement Project proposes to enhance safety at these street intersections for neighborhood pedestrians and transit users of the Potomac Avenue Metrorail Station and the numerous area bus stops. Despite the numerous crosswalk locations, pedestrians traverse the intersection through the grassed median of Pennsylvania Avenue SE. The proposed project would remove some of the current conflicting pedestrian crossings and replace them with more direct routes for pedestrians and transit users.

**General Methodology**

**Incorporating Environmental Justice into NEPA’s Scoping Process**

The identification of EJ concerns and the incorporation of these concerns into the scoping analysis can help to ensure that the NEPA process is fully utilized to address concerns and enhance protections for EJ populations.

Scoping consists of identifying and defining the range of actions, alternatives and impacts which will be considered in an environmental impact statement. During the scoping phase of the EIS process, DDOT considers related, cumulative and similar actions to the proposed action, identifies alternatives to the proposed action that may mitigate or avoid potential environmental consequences, and assesses potential impacts (direct, indirect, and cumulative). A similar planning process is used for EAs.
Environmental Justice Screening Process

The objective of an environmental justice analysis is to assess the extent to which the benefits and costs of a proposed transportation system change would be experienced differentially by protected populations and other member of society.

A two-step screening analysis is the first step in identifying environmental justice concerns by determining the existence of a low-income and/or minority population, and should occur as soon as the proposed action is well understood; around the time planning for scoping begins for EISs and planning begins for EAs. The first step in the analysis is to determine if the potentially affected community includes minority and/or low-income populations. The second step in the analysis is to determine if the human health and environmental impacts are likely to fall disproportionately on minority, low-income or Native American communities.

Determine Characteristics of the General Population

Using the most recent U.S. Census data, determine the demographic and income characteristics of the general population. For projects without a major impact on regional transportation (for example: bridge reconstruction), an acceptable “general population” could be defined by geopolitical boundaries such as a city or county. However, for major projects (those with a sizable influence on regional transportation, such as a new corridor), it is best to define a project-specific general population—that is, the total population that would be affected, positively or negatively, by the project. For example, for commuter routes, one may use the project’s “travelshed,” the area in which the majority of the facility’s users reside, as the general population. Key data for this analysis include racial characteristics and median household income. This data are best presented in a table or other delineated format, or illustrated by a GIS graphic.

Determine the Project’s Area of Influence

Impacts within the project’s area of influence can include human health impacts such as noise and air quality, environmental degradation, impacts on community cohesion, or displacement and relocation impacts. The impact area can be determined using the project area or “footprint” of the project (this will determine the displacements and right-of-way acquisition associated with the project). Other relevant areas of influence include the 67-dB noise contour (noise impacts) or the project “viewshed” (the area visually impacted by the project). The area of influence is project specific and based on that project’s associated impacts. For example, in the case of major roadway construction through a residential area, one of the major impacts of concern would likely be
noise; thus, using defined noise contours to determine the population that would be subjected to noise levels above the 67-dB contour would be a reasonable “area of influence.”

In limited instances, particularly on large or urban projects, EJ impacts could affect an entire community rather than just the immediate project area. This would occur when the impacts to a low-income or minority community, adjacent to a project, damage the area as a whole (e.g., removal of a large number of affordable housing units so that there is no longer a sufficient amount of affordable, community-wide housing).

**Determine the Impacted Population’s Characteristics**

To determine the presence of an EJ population, first determine the impacted population’s (i.e., population within the area of influence) characteristics. Using U.S. Census data available for block groups or other small geographic areas such as quarter-sections, determine the impacted population’s racial/ethnic and income characteristics. Other social program participation, such as school lunch programs, can be helpful in determining income characteristics of a defined population. Determine if the incomes in the area fall below the poverty levels established by the U.S. Department of Health and Human Services (DHHS).

In addition to data derived from the U.S. Census and social program participation, also consider the use of local knowledge, public input, field surveys, and customer surveys in your analysis. These methods can assist in better defining small or emerging populations as well as lend new perspectives on how impacts may be experienced by different segments of the populations.

**Compare Impacted Population to General Population**

Compare the characteristics of the general population to those of the impacted population to determine whether there is a disproportionate impact. A table listing the two populations with appropriate demographic characteristics is the clearest way to compare the populations. A GIS graphic should also be considered to represent the comparison.

**Addressing and Mitigating Impacts to EJ populations**

If the environmental justice screening analysis does not identify minority or low-income communities, and suggests no disproportionately high and adverse effects on those communities, then the EA and Finding of No Significant Impacts (FONSI) should describe the analysis and note the conclusion.
If the initial screening identifies an effected community that is minority and/or low-income or identifies a disproportionately high and adverse effect upon a minority and/or low-income community, then a smaller scale scoping analysis (than that undertaken for an EIS) should be conducted and some level of public participation should be designed and implemented to solicit community involvement and input, and develop alternatives and mitigation methods.

Mitigations measures should be developed and alternatives should be crafted to allow an evaluation of the relative disproportionate nature of impacts across reasonable alternatives. The EA should also include a comparative socioeconomic analysis that is scaled and tailored to evaluate the potential effects to the minority and/or low-income community (i.e. in the case of environmental justice concerns, the EA should include socioeconomic analyses scaled according to the severity of the impacts.)

All reasonably foreseeable adverse social, economic, and environmental effects on minority and low-income populations must be identified and addressed. As defined in DOT Order 5610.2 on Environmental Justice, adverse effects include, but are not limited to:

- Bodily impairment, infirmity, illness, or death;
- Air, noise, water pollution and soil contamination;
- Destruction or disruption of man-made or natural resources;
- Destruction or diminution of aesthetic values; and
- Destruction or disruption of community cohesion or a community's economic vitality.

If the environmental effects of a project are deemed significant, the scoping notices (including the notice of intent for EIS) should include a description of the results of the environmental justice screening analysis. If the results of the screening analysis is not a minority or low-income community, and the effects are not likely to fall disproportionately on a minority or low income community, then the scoping notice should state this finding and request additional information on whether there may be disproportionately high and adverse effects that were overlooked during the screening analysis.

If the environmental justice screening analysis concludes that there is a potential for disproportionately high and adverse effects, then DDOT staff should ensure that the EIS scoping process raises environmental justice concerns and that sufficient data and information are generated to evaluate the potential effects. Prior to the full-scale scoping process, public outreach strategies should be developed.
In the event that a disproportionately high and/or adverse effect has been identified, and impact avoiding measures are not reasonable, consider mitigation measures. Working with community agencies and relevant not-for-profit groups can help determine appropriate mitigation strategies. Mitigation measures include enhancements or offsetting benefits and opportunities that are reasonable in cost and scope, and help the project fit more harmoniously into the community (examples may range from landscaping/green space, sidewalks or other pedestrian accommodations, and lighting features to the creation of community programs or advisory groups.)

XIII. TITLE VI TRAINING

A. Office of Civil Rights Staff

Title VI Training

Whenever possible, OCR staff participates in training activities related to Title VI compliance requirements, enforcement policies and procedures, related civil rights statutes, and targeted program area trainings.

During FY14 - FY15, staff participated in the following Title VI training courses:

1. The Title VI Coordinator completed the four-day NTI training class entitled “Public Involvement in Transportation Decision-making”.
2. The Title VI Coordinator completed the two-day NTI training class entitled “Environmental Justice.”
3. The Title VI Coordinator completed the one-day 2015 DOT Civil Rights Virtual Symposium “Speaking with One Voice: Connecting the DOTs.”
4. The Title VI Coordinator attended the DOT one-day webinar entitled “Understanding the Travel Needs of Older Adults.”
5. The Title VI Coordinator completed the one-half day training on “Language Access.”
6. The Title VI Coordinator took the online FTA training on Title VI.
7. The External EEO Compliance Manager attended the five-day Southern Transportation Civil Rights Training Symposium and National Title VI Forum.
8. The Title VI Coordinator completed the one-day DOT/FTA online training on Title VI.
9. A total of 25 DDOT managers and staff attended the one-day Title VI training presented by Mohamed Dumbuya, FHWA Resource Center & Virginia Division.
10. A total of 20 managers as described in Section B below (Program Area Training) and Title VI liaisons attended the Program Area Review meetings where abbreviated Title VI trainings were presented.
**Language Access Training**

During the FY14-FY15, DDOT partnered with the DC Office of Human Rights (OHR) on the following activities:

1. Offered five Language Access training sessions to DDOT employees; a total of 90 DDOT employees and sub-recipients attended the training sessions.
2. DDOT developed and submitted to OHR the Biennial Language Access Plan.
3. DDOT completed the 2015 Limited English Proficiency Plan which included the Four Factor Analysis.

Staff is always encouraged to seek out training opportunities provided by federal and local agencies, community organizations, etc. and make recommendations to the Chief of the OCR.

**B. Program Area Training**

The Title VI Coordinator, in conjunction with other OCR staff and the DDOT Training Office provided abbreviated Title VI and targeted training for each program area. The purpose of the additional training was to raise the Associate Directors and Title VI liaisons’ awareness of Title VI and related requirements as it pertains to the more technical aspects of their programs and activities. Program area training may arise from needs specifically expressed by the program area, or as identified by the Title VI Coordinator. As appropriate and taking into consideration the availability of resources, external training vendors, individuals and consultants may be utilized to facilitate program specific trainings.

During the months of September and October 2015, the Title VI Coordinator held separate program meetings with all six of DDOT’s program offices. Managers, Title VI liaisons, and staff from each program office attended the meetings. The meetings included a training presentation on DDOT’s Title VI program, the Title VI regulations, as well as a discussion on implementing DDOT’s program in compliance with the Title VI regulations.

**XIV. TITLE VI COMPLAINT PROCEDURES**

**Overview**

These procedures apply to complaints filed pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (implementation through 23 C.F.R. 200.9) by DDOT’s beneficiaries and sub-recipients, including but not limited to the public, contractors, subcontractors, consultants and other sub-recipients of Federal and...
State funds. Title VI complaints filed against a DDOT sub-recipient are processed and investigated by the District Department of Transportation, Office of Civil Rights, 55 M Street SE, Third Floor, Washington, D.C. 20003. Non-transit related Title VI complaints that identify DDOT as the respondent will be forward to the Federal Highway Administration for processing and investigation; transit related complaints filed against DDOT will be forwarded to the Federal Transit Administration.

The DDOT Office of Civil Rights (OCR) makes every effort to resolve the complaint within DDOT; however, these procedures do not deny or limit the right of a complainant to file a formal complaint with an outside enforcement agency (U.S. Department of Transportation, FHWA or FTA) or to seek private counsel for complaints alleging discrimination based on race, color, national origin sex, age or disability. Retaliation is prohibited.

**Definitions**

- Race is defined as an individual belonging to one of the accepted anthropological racial groups or perception, based usually on physical characteristics that a person is a member of a racial group;
- Color is defined as the color of the skin, including shade of skin within a racial group;
- National Origin is one’s birth site. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered;
- Sex includes gender, sexual harassment and pregnancy. Sex applies to both women and men;
- Age covers persons of any age;
- Disability covers physical or mental impairment; permanent, temporary, or perceived; and
- Intimidation or retaliation includes threats, coercion, or discrimination against any individual for the purpose of interfering with any rights or privilege because he/she made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing pursuant to Title VI.

The identity of every complainant will be kept confidential, except to the extent necessary to carry out the purpose of 49 CFR 21.11. Every effort will be made to obtain early resolution of complaints at the lowest possible level. The option of informal mediation between the affected parties and the investigator may be utilized at any stage of the process. The investigator will make every effort to pursue a resolution of the complaint. Information regarding requested relief and settlement opportunities will be sought during the initial interviews with the complainant and respondent.
A. Title VI Complaint Processing Procedures

The processing procedures outline the appropriate steps for both transit and non-transit related complaints. Transit related complaints are any complaints alleging discrimination that are directly related to any local public transit systems. See Appendix G for a copy of the Complaint Processing Procedures.

B. Title VI Complaint Log

DDOT maintains a log of all complaints and appeals. The chart, in Appendix H, demonstrates the information that DDOT maintains in its complaint log, in compliance with 23 CFR 200.9.

C. Title VI Complaint Form

The District of Columbia Department of Transportation is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended.

Title VI complaints must be filed within 180 days from the date of the alleged discrimination or when the alleged discrimination becomes known to the complainant. The complaint form contains information necessary to assist OCR in processing complaints (see Appendix I). If assistance is required to complete the form, the following contact information is provided: Office of Civil Rights at ddot.titlevi@dc.gov, or 202-671-2700. The completed form must be returned to DDOT Office of Civil Rights, Title VI Coordinator, 55 M St. SE, 3rd Floor, Washington, DC 20003.

D. Status of Complaints/Investigations/Reviews

In the last three years, DDOT has received one Title VI complaint. The complaint was received on September 9, 2015 from an employee of a DDOT construction contract. Since this complaint was against a DDOT employee, DDOT’s OCR referred the complaint to FHWA for review. The complaint was forwarded to FHWA for review. FHWA dismissed the complaint. DDOT has not received any transit-related complaints in the past three years. See Appendix H for a summary of all civil rights complaints received by DDOT within the last three years.

XV. DISSEMINATION OF INFORMATION

NOTICES TO BENEFICIARIES UNDER TITLE VI AND INFORMATION DISSEMINATION

DDOT provides information to the public regarding its Title VI obligations and apprises the public of the protections against discrimination afforded to them by Title VI. The
notification of rights under Title VI is provided in the DDOT Title VI policy statement, on DDOT websites, posters displayed in public locations and on DDOT Circulator buses; it also is contained in the DDOT Title VI brochure “Your Rights under Title VI of the Civil Rights Act of 1964”. The notifications includes a statement that the agency operates without regard to race, color or national origin, a description of the procedures that members of the public should follow to request additional information, and a description of the procedures to file a Title VI complaint.

The brochure is also available in Spanish, French, Korean, Vietnamese, Chinese, French and Amharic. As described in the notifications, members of the public are instructed to follow the same procedures to request additional information as they would to file a complaint (by contacting the Office of Civil Rights); contact information is included in the notifications/ brochures.

OCR manages the process for dissemination of Title VI notices and information to the public. The Title VI policy and notification of rights are distributed to DDOT employees and to the public via DDOT’s Title VI Program webpage, and the Office of Civil Rights. The Title VI policy and notification of rights are also posted in prominent locations at DDOT’s facilities and available in hardcopy at the physical site of OCR.

DDOT Website and Internal Webpage

DDOT’s Title VI Program webpage is located on DDOT’s external website and is fully accessible to the public. The webpage contains the Title VI policy statement and notifications, Title VI brochure, discrimination compliant form, and contact information for filing complaints and requesting additional information.

Posters

Title VI posters with notices of rights under Title VI are displayed in prominent locations throughout DDOT facilities (see Appendix J for a copy of the poster). The Title VI Coordinator is responsible for ensuring these posters are visibly displayed at the following locations:

- DDOT Headquarters, 55 M Street, S.E.
- TOA, Reeves Center, 2000 14th Street, N.W., 2nd Floor
- TOA, Street and Bridge Maintenance Facility, 1403 W Street N.E.
- TOA, Street and Bridge Maintenance Facility, 414 Farragut Street N.E.
- TOA Sign Shop, 1338 G Street S.E.
- BOWDC, 2235 Shannon Place, S.E., Suite 3031
- PSRA, Permit Office, 1100 4th Street S.W.
- TOA, Warehouse, 1735 15th Street N.E.
Title VI Brochure

The Title VI “Know Your Rights” brochure is disseminated to the public at OCR programs, activities and training sessions, as well as on the DDOT website (sees a copy of brochure in Appendix K). DDOT staff is encouraged to distribute the brochure during public meetings and hearings, ANC meetings, community events and city-wide events. Additionally, a hard copy of the brochure is available at OCR’s physical office, 55 M. Street SE, Washington, DC, 20003, as well as at the Business Opportunity and Workforce Development Center (BOWDC), 2235 Shannon Place, SE, Suite 3031, Washington, DC 20020.

Title VI Complaint Procedures & Discrimination Complaint Form

The Title VI Complaint Procedures and Discrimination Complaint Forms are available to the public and DDOT employees via DDOT’s Title VI Program webpage and OCR’s internal webpage (see copy of Title VI Complaint Procedures and Discrimination Complaint Form in Appendices G and I respectively). DDOT’s Title VI brochure also contains information on complaint procedures and is disseminated as identified above.

Dissemination in Non-English Languages

The Title VI Coordinator facilitates the process for the translation of Title VI information to the public. Title VI notifications and outreach materials are considered vital documents with a city-wide distribution. As such the DDOT program information and Title VI outreach materials identified in this section are translated into Spanish, French, Korean, Vietnamese, Chinese, and Amharic languages.

OCR is partnering with the Mayor’s Outreach Office on Latino Affairs and LEP representatives to effectively target LEP/NEP communities. OCR staff will participate in targeted outreach activities throughout the year in order to build partnerships with LEP/NEP communities and ensure that equitable public involvement opportunities are afforded to all individuals, regardless of their level of English proficiency.

XVI. REVIEW OF STATE TRANSPORTATION AGENCY’S (STA) DIRECTIVES

A. INTEGRATING TITLE VI IN THE PLANNING PROCESS

Overview

DDOT plans, prioritizes, and develops transportation-related projects for the District of Columbia in conjunction with local, regional, and federal authorities. The agency’s planning process produces both long-range inter-modal transportation plans and short-range programs and projects. Plan development is coordinated with the National Capital Region Transportation Planning Board (TPB), which is the designated
metropolitan planning organization (MPO) for the Washington region. FHWA and FTA jointly oversee the transportation planning process and are authorized to approve state and regional transportation plans.

DDOT strives to address Title VI concerns in its strategic transportation planning at both the local and regional levels. To this aim, DDOT and its regional partners utilize a cooperative process centered around public participation, improving the human environment, and avoiding disproportionately high or adverse effects on minority and low-income populations. FHWA and FTA have issued joint guidance on implementing Title VI in local and regional planning. Based on this guidance, DDOT has identified its primary responsibilities in order to fully comply with Title VI in the agency’s short-term and long-range transportation planning.

The Office of Civil Rights, in coordination with program area officials, work together to integrate the following actions into the planning process.

**Primary Responsibilities**

- Ensure that public involvement efforts provide for the full inclusion and meaningful participation of minority and low-income groups in the agency’s transportation planning processes and related initiatives;
  1. Develop and formalize strategies for engaging minority and low-income populations in transportation planning;
  2. Develop strategies to reduce participation barriers for minority and low-income populations;
  3. Routinely evaluate effectiveness of public involvement strategies to engage different population groups;
  4. Develop mechanisms to ensure that issues and concerns raised by low-income and minority populations are appropriately considered in the decision-making process; and
  5. Conduct outreach to and partner with local organizations representing low-income and minority populations to enable their participation in the planning processes.
- Continually assess the needs of, and analyze the potential impacts of transportation activities on different population groups; particularly minority and low-income groups, and tie analyses to short-term and long-range transportation planning activities;
  1. Develop data collection activities to support the assessment of the distributional impacts of transportation activities and investments.
- Collect data to reflect the metropolitan area and address:
  1. community boundaries
  2. racial and ethnic makeup
  3. income levels, property taxes, etc.
  4. community services, schools, hospitals, shopping areas, etc.
5. age;  
6. limited English proficiency; and  
7. disability

- Collect data on public participation efforts;
- Ensure that TIP/STIP development and the overall planning process satisfy the letter and intent of Title VI requirements and environmental justice principles;
- Demonstrate commitment to improving the natural and human environments for low-income and minority groups, as well as for senior citizens; and
- Establish policy and procedures centered on EJ principals for developing transportation projects that fit harmoniously into communities without sacrificing safety or mobility.

Federal authorities reflect the nation’s commitment to the principals of Title VI and environmental justice in transportation planning. The implementation regulations for statewide transportation planning as described in 23 CFR 450, now require transportation agencies to explicitly consider, analyze as appropriate, and reflect in planning process products, the overall social, economic, energy, and environmental effects of transportation decisions (including housing and community development effects and effects on the human, natural and manmade environments).

Authorities (specific to transportation planning):

- SAFETEA-LU;
- 23 CFR Parts 450 and 771;
- 49 CFR Parts 619 and 622;
- Joint FHWA/FTA Memo re: Implementing Title VI in Metropolitan and Statewide Planning;
- Executive Order 12898 on Environmental Justice;
- National Environmental Policy Act (NEPA) of 1969; and
- The American with Disabilities Act of 1990

Procedures for Ensuring Statewide Planning is Nondiscriminatory

DDOT has developed strategies for ensuring, demonstrating, and substantiating compliance with Title VI. These strategies include consideration of demographic information in the transportation planning and service process. To achieve that goal, DDOT has developed a demographic profile of the District of Columbia that includes identification of the locations of socio-economic groups, including low-income and minority populations. This data is obtained and tracked using numerous sources, including the most recent United States Census and American Community Survey data.

The planning process seeks to recognize the needs of minority and low-income populations. In addition to using the demographic profile of the District of Columbia,
DDOT’s transportation planning process requires regular public involvement. The public participation process involves outreach, notice, and the opportunity for the public to provide comments. DDOT works diligently to ensure that the public has notice of transportation planning and services by partnering with community groups, posting public notices along the effected service routes, and translating notices when the demographic data shows that NEP/LEP populations will be impacted by the transportation planning.

**State Transportation Improvement Program (STIP) Development Process**

DDOT is responsible for developing its own State Transportation Improvement Program (STIP). The STIP is a list of federally funded transportation projects proposed for funding under Title 23, USC 135, and 49 USC 5304 which covers a period of at least four years. Federal regulations 23 USC 135 and 49 USC 5304 require each State to carry out a continuous, cooperative and comprehensive statewide multimodal process, including development of a Long Range Transportation Plan and a STIP to facilitate the safe and efficient management, operation and development of the surface transportation system. The STIP also includes regional significant projects that may not be federally funded.

The STIP development process includes:

- **Development of Long Range Plan/Inputs** – The development of DDOT’s Long Range Plan encapsulates future projects and priorities of the District; however existing commitments, initiatives and recommendations from systems plans and studies will continue to be used as inputs for determining which projects are to be included in the District STIP.

- **Project Identification** – Project Identification consists of developing a list of STIP project candidates from the above mentioned inputs including the Long Range Plan, existing commitments and initiatives, and recommendations from systems plans and studies. This phase includes adjusting the schedule for an internal call for projects to improve project selection and vetting; including more comprehensive information on the project call sheet and enhancing projects by project evaluation and vetting.

- **DDOT Internal Call for Projects** – DDOT’s annual call for projects begins in June. A new project development form is used to capture the necessary information for the Constrained Long-Range Plan (CLRP) submission, TIP/STIP and obligation plan.

- **Initial Prioritization/Ranking** – Representatives from across DDOT, including Executive Staff, Senior Management and Project Managers participate in this initial round of project prioritization/ranking of projects based on
established criteria. Project ranking is based on the following criteria: Safety and Security, Mobility (including maximizing operational efficiency and expanding traveler choice to improve quality of alternative modes), Environmental Quality, Asset Preservation/Conditions; and Livability/Prosperous Places. Each project evaluation criterion has a unique definition, rating scale and weight.

- Draft Project List – The draft project list includes projects programmed for implementation over a six-year period with the expectation of receiving federal funds.

- Public Participation – Before entering into the STIP development process, the public is given an opportunity to provide recommendations for projects to be considered for the STIP. This stage of public involvement recognizes community concerns and solicits feedback that assists with the prioritization of projects. Once the internal call for projects has occurred and after the projects have been vetted, a draft project list is developed which contains all projects that will be a part of the STIP. The draft project list is shared with the public to receive feedback on the variety of different projects. DDOT documents relevant comments, and prepares and posts for public review, responses to comments received to ensure that full public participation throughout the STIP development process is achieved.

- Final Prioritization/Ranking – DDOT staff, including executive staff, senior management and project managers participate in the second of two phases of project prioritization/ranking of projects. Project ranking is based on the following criteria: Safety and Security, Mobility (including maximizes operational efficiency and expands traveler choice/improves quality of alternative modes), Environmental Quality, Asset Preservation/Conditions; and Livability/Prosperous Places. Each project evaluation criterion has a unique definition, rating scale and weight. The purpose of this phase is to ensure that comments received from the public are incorporated into the final list of projects.

- Programming – Programming is identifying funding for projects in the STIP/TIP that cover a six-year period. Programming includes providing project-related information such as a description; an approximate cost, phasing and proposed source of funding of the project. Most projects follow a logical phased sequence (e.g.: study, followed by design, followed by construction).

- Final Project List – The final project list is sent to the MPO in response to its call for projects. Projects are submitted in two stages. The first project submission includes projects that affect air quality conformity; the second
project submission is for those projects that do not affect air quality conformity.

XVII. COMPLIANCE AND ENFORCEMENT PROCEDURES

OCR will use information obtained in the annual Program Area Reviews, Title VI complaints and Title VI-related public inquiries received to identify any trends or patterns of discrimination. Additionally, OCR has begun working with DDOT’s Office of Information, Technology, and Innovation’s GIS team to explore ways to identify any trends or patterns of discrimination in the programs and services DDOT provides to the public. DDOT will make use of various demographic indicators from the census and DDOT data to help determine if any discrimination exists. To begin, DDOT will pull data from the three major services provided in 2015: Pothole Palooza, Alley Palooza, and tree plantings.

If trends or patterns of discrimination are identified, OCR will provide assistance and guidance to the appropriate program administration to eliminate the discrimination by developing a timeframe to correct the discriminatory trend or pattern, and monitor the progress of the corrective action.

Compliance reviews are the principal vehicle used for determining whether sub-recipients are meeting their obligations to ensure nondiscrimination. OCR will conduct compliance reviews on an annual basis or immediately following receipt of a complaint. The reviews may take the form of either a desk-audit or an on-site review. Information gathered during the review process is used to evaluate the sub-recipient’s efforts to comply with program requirements and identify deficiencies or violations that require DDOT to take further action. OCR coordinates with the applicable DDOT program office to develop annual schedules for conducting reviews. Priority is given to reviews specifically requested by Federal Highway Administration.

The Progressive Transportations Service Administration (PTSA) has been primarily responsible for conducting compliance reviews of its grant sub-recipients. Compliance reviews focus on determining whether the sub-recipient has met the criteria of FHWA’s Title VI Program and how effective the sub-recipient is at ensuring nondiscrimination. PTSA’s staff coordinates with Title VI staff from the Office of Civil Rights to review and evaluate the sub-recipient’s Title VI Plan and related documents, interviews the grant sub-recipients staff for Title VI compliance, and conducts a site visit as part of the process.
Attachment J.A.13  DC Circulator Fleet

By the end of Calendar Year 2017, the DC Circulator fleet will comprise the following:

<table>
<thead>
<tr>
<th>Size</th>
<th>Make</th>
<th>Model</th>
<th>Model Year</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-foot</td>
<td>Van Hool</td>
<td>A 300 K</td>
<td>2009</td>
<td>14</td>
</tr>
<tr>
<td>40-foot</td>
<td>New Flyer</td>
<td>Xcelsior</td>
<td>2014*</td>
<td>18</td>
</tr>
<tr>
<td>40-foot</td>
<td>New Flyer</td>
<td>Xcelsior</td>
<td>2016**</td>
<td>26</td>
</tr>
<tr>
<td>40-foot</td>
<td>Proterra</td>
<td>Catalyst E2</td>
<td>2017</td>
<td>14</td>
</tr>
</tbody>
</table>

Total: 72

*Diesel Hybrid-Electric
**Clean Diesel
Solicitation: DCKA-2017-R-0052
Project Description: DC Circulator Operations & Management Services

Name of Offeror: ___________________

Identify your 5 most recent (including ongoing) contracts of similar scope and size and include a reference with personal knowledge of your performance on the project and contact information as detailed in Section L.22.2 of the RFP. Forward the Past Performance Questionnaire attached to this Solicitation to the reference. In determining past performance, the District may consider public information, as well as past performance information provided by the Bidder and references. Past Performance Questionnaires must be received by the Contracting officer no later than November 16, 2017 at 2:00 pm EST. The Contracting Officer is under no obligation to consider Past Performance Questionnaires that are received after this deadline. By submitting this form, you acknowledge and agree that the Contracting Officer may, but is under no obligation to, contact the reference directly to discuss past performance.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Dates of Performance</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
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Name of Reference:
Title:  
Company:  
Email Address:  
Phone Number:  

Secondary Point of Contact:
Title:  
Company:  
Email Address:  
Phone Number:  

<table>
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<tr>
<th>Project Description</th>
<th>Dates of Performance</th>
<th>Contract Amount</th>
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</tbody>
</table>

Name of Reference:  
Title:  
Company:  
Email Address:  
Phone Number:  
Secondary Point of Contact:  
Title:  
Company:  
Email Address:  
Phone Number:

<table>
<thead>
<tr>
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<thead>
<tr>
<th>Project Description</th>
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<th>Contract Amount</th>
</tr>
</thead>
</table>

Name of Reference:  
Title:  
Company:  
Email Address:  
Phone Number:  
Secondary Point of Contact:  
Title:  
Company:  
Email Address:  
Phone Number:
DDOT Past Performance Questionnaire

Solicitation:  DCKA-2017-B-XXXX
Project Name:  [Insert]
Project Description:  [Insert brief statement of the work to be performed.]

Offeror Name:
Evaluator Business Name:
Telephone Number:
Email Address:

Please rate the Offeror using the Rating Guidelines on page 2. Check the box that most accurately reflects your experience with the Offeror.

<table>
<thead>
<tr>
<th>Performance Elements</th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
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</thead>
<tbody>
<tr>
<td>Quality of Work</td>
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<tr>
<td>Timeliness of Performance</td>
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<tr>
<td>Cost Control</td>
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<tr>
<td>Business Relations</td>
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</tbody>
</table>

Describe work previously provided by the Offeror above: (attach a separate page, if necessary)

Provide the name of the project, the amount of the contract, the period of performance, and whether the Offeror was the prime contractor or a subcontractor: (attach a separate page, if necessary)

Name & Title of Evaluator:  ______________________________________________________

Signature: ____________________________ Date: _________________

Thank you for completing this Past Performance Form. Please scan and email the signed form to:  [Insert Contracting Officer email here.]
Rating Guidelines

Please evaluate the Offeror’s performance in each of the performance elements based on the descriptions and rating scale below:

Quality of Work:
* Compliance with contract requirements
* Accuracy of reports
* Appropriateness of personnel
* Technical expertise

Timeliness
* Met contract milestones
* Reliability
* Responsiveness to technical direction
* On-time completion, including punch list items
* Assessment of liquidated damages

Cost Control
* Within Budget
* Current, accurate, and complete billings
* Relationship of negotiated costs to actual
* Cost efficiencies
* Reasonableness of change orders

Business Relationships
* Management of the work
* Coordination with other contractors and utilities
* Responsive to contract requirements
* Notification of contract problems
* Flexibility
* Compliance with contract labor requirements
* On-time payment of subcontractors
Attachment J.A.17  Past Performance Certification Form
TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Name of Organization/Entity
Business Address (include zip code)
Business Phone Number(s)

Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent
Title

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013
PAST PERFORMANCE CERTIFICATION FORM

Solicitation: DCKA-2017-R-0052
Project Description: DC Circulator Operations & Management Services
Name of Offeror: ________________

The Offeror shall sign the Past Performance Certification Form; this form must be signed by the person or persons legally authorized to sign contracts, which means an officer of the company or an agent appointed by the Board of Directors as specified at Section L.9.1 of the RFP.

I hereby certify to the accuracy and completeness of the information submitted in the Past Performance Form. I further certify that [Name of Offeror:] ________________ has identified its five (5) most recent (including ongoing) contracts for services that are similar in size and scope as defined in Section L.22.2 of the Solicitation No. DCKA-2017-R-0052 and it has included a reference with personal knowledge of its performance on the project and contact information. I acknowledge that failure to submit a complete list of all such contracts may render an Offeror’s proposal non-responsive and the Offeror may not be considered for award.

_____________________   ______________________
Name            Title

_____________________   ______________________
Signature        Date