SOLICITATION, OFFER, AND AWARD

1. Caption:	Page of Pages	
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2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCRL-2012-B-0011	X Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Human Care Agreements Emergency		X Open Set Aside Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Child and Family Services Agency Contracting and Procurement Administration 995 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024	Child and Family Services Agency Contracting and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024

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

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024 until 2:00:PM EST (Hour) local time 11-Jun-12 (Date)

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Pamela Glover, Contract Specialist	202	724-7579		pamela.glover@dc.gov

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OFFER

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
CLINS 0001		

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
Tara Sigamoni		

Government of the District of Columbia
Child and Family Services Agency

B.1 SECTION B SUPPLIES OR SERVICES

B.1.1 The Government of the District of Columbia, Child and Family Agency (CFSA), Contracting and Procurement Administration (CPA) is seeking a contractor to provide Transportation Services for wards of CFSA.

B.2 IDIQ CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

B.3 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of four (4). The District will order at least the minimum quantity of services for at least one (1) under CLIN 0001.

B.4 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.5 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after September 30, 2017.

B.6 PRICE SCHEDULE - IDIQ

BASE PERIOD – Aggregate Award Group CLINS 0001-0004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips Contract Term Inclusive of Group Rate (A)	Price Per Trip (B)	Maximum Number of Trips/Contract Term (C)	Contract Minimum/Contract Term (A x B)	Contract Maximum/Contract Term (B x C)
0001	Fostering Connections Individual Rate	Trips _____	15 Trips _____	$_____	$_____	$_____	$_____
0001A	Fostering Connections Group Rate	_____	_____	$_____	$_____	$_____	$_____
0002	General Transportation Individual Rate	Trips _____	15 Trips _____	$_____	$_____	$_____	$_____
0002A	General Transportation Group Rate	_____	_____	$_____	$_____	$_____	$_____
0003	Outside of the Washington Metropolitan Area Individual Rate	Trips _____	10 Trips _____	$_____	$_____	$_____	$_____
0003A	Outside of the Washington Metropolitan Area Group Rate	_____	_____	$_____	$_____	$_____	$_____
0004	Base Year Ceiling Contract Amount						
Grand Total for B.6				$_____	$_____		$_____

B.7 PRICE SCHEDULE

Option Year One – Aggregate Award Group CLINS 1001-1004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips Contract Term Inclusive of Group Rate (A)	Price Per Trip (B)	Maximum Number of Trips/Contract Term (C)	Contract Minimum/Contract Term (A x B)	Contract Maximum/Contract Term (B x C)
1001	Fostering Connections Individual Rate	Trips _____	15 Trips _____	$_____	$_____	$_____	$_____
1001A	Fostering Connections Group Rate	_____	_____	$_____	$_____	$_____	$_____
1002	General Transportation Individual Rate	Trips _____	15 Trips _____	$_____	$_____	$_____	$_____
1002A	General Transportation Group Rate	_____	_____	$_____	$_____	$_____	$_____
1003	Outside of the Washington Metropolitan Area Individual Rate	Trips _____	10 Trips _____	$_____	$_____	$_____	$_____
1003A	Outside of the Washington Metropolitan Area Group Rate	_____	_____	$_____	$_____	$_____	$_____
1004	Option Year One Ceiling Contract Amount						
Grand Total for B.7				$_____	$_____		$_____

B.8 PRICE SCHEDULE

Option Year Two – Aggregate Award Group CLINS 2001-2004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips Contract Term Inclusive of Group Rate (A)	Price Per Trip (B)	Maximum Number of Trips/Contract Term (C)	Contract Minimum/Contract Term (A x B)	Contract Maximum/Contract Term (B x C)
2001	Fostering Connections Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
2001A	Fostering Connections Group Rate			$_____			$_____
2002	General Transportation Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
2002A	General Transportation Group Rate			$_____			$_____
2003	Outside of the Washington Metropolitan Area Individual Rate	Trips	10 Trips	$_____	$_____	$_____	$_____
2003A	Outside of the Washington Metropolitan Area Group Rate			$_____			$_____
	Fostering Connections Individual Rate Fostering Connections Group Rate						
2004	Option Year Two Ceiling Contract Amount						
Grand Total for B.8				$_____	$_____		$_____

B.9 PRICE SCHEDULE
Option Year Three – Aggregate Award Group CLINS 3001-3004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips Contract Term Inclusive of Group Rate (A)	Price Per Trip (B)	Maximum Number of Trips/Contract Term (C)	Contract Minimum/Contract Term (A x B)	Contract Maximum/Contract Term (B x C)
3001	Fostering Connections Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
3001A	Fostering Connections Group Rate			$_____			$_____
3002	General Transportation Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
3002A	General Transportation Group Rate			$_____			$_____
3003	Outside of the Washington Metropolitan Area Individual Rate	Trips	10 Trips	$_____	$_____	$_____	$_____
3003A	Outside of the Washington Metropolitan Area Group Rate			$_____			$_____
3004	Option Year Three Ceiling Contract Amount						
Grand Total for B.9				$_____	$_____		$_____

B.10 PRICE SCHEDULE

Option Year Four – Aggregate Award Group CLINS 4001-4004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips Contract Term Inclusive of Group Rate (A)	Price Per Trip (B)	Maximum Number of Trips/Contract Term (C)	Contract Minimum/Contract Term (A x B)	Contract Maximum/Contract Term (B x C)
4001	Fostering Connections Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
4001A	Fostering Connections Group Rate			$_____			$_____
4002	General Transportation Individual Rate	Trips	15 Trips	$_____	$_____	$_____	$_____
4002A	General Transportation Group Rate			$_____			$_____
4003	Outside of the Washington Metropolitan Area Individual Rate	Trips	10 Trips	$_____	$_____	$_____	$_____
4003A	Outside of the Washington Metropolitan Area Group Rate			$_____			$_____
4004	Option Year Four Ceiling Contract Amount						
Grand Total for B.10				$_____	$_____		$_____

B.11 Grand Total

Period of Performance	Extended Total
Base Year (B.6)	$_____
Option Year One (B.7)	$_____
Option Year Two (B.8)	$_____
Option Year Three (B.9)	$_____
Option Year Four (B.10)	
Grand Total	$_____

B.12 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. The bidder responding to this IFB shall be deemed non-responsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be contracted in accordance with Section H.9.1.1.

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

SECTION C: SCOPE OF WORK REQUIREMENTS

C-1 SCOPE OF SERVICES

C-1.1 The Government of the District of Columbia's Child and Family Services Agency (CFSA) is seeking a Contractor to provide timely transportation services to and/or from school for wards of the District of Columbia who are between the ages of five (5) and twenty-one (21), enrolled in a general or special education program in an elementary or secondary school, and may have mild-to-severe emotional, physical, learning, visual, and/or speech impairments.

C-2 DEFINITIONS

C-2.1 **Authorized Period of Service** – The length of time between the initial approval authorized by the Office of Clinical Practice (OCP) for transportations services and the specified end date of service. Only services provided during the Authorized Period of Service are reimbursable.

C-2.2 **Client** – A committed ward of the Child and Family Services Agency referred to the Contractor for the provision of transportation services to and/or from school.

C-2.3 **Contractor** – A consultant, vendor, Provider of goods or services, who can be an individual, partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.

C-2.4 **De-escalation**- The reduction in the intensity of a conflict. De-escalation training refers to specific training in nationally recognized techniques, to achieve the goal. Some nationally recognized techniques include Physical Aggression and Response Training (PART) and Handle with Care Behavior Management System.

C-2.5 **Designated Location** – The location from which the Contractor is authorized by the OCP to pick up the client in the morning and/or drop off the client in the afternoon.

C-2.6 **Driver** – The one who drives or operates the motor vehicle. The Contractor shall employ Drivers with a valid driver's license and a driving record free of driving-related offenses.

C-2.7 **Escort Aide** – An adult who assists the clients on and off the vehicles at the pick-up and drop off sites and provide adequate supervision throughout the duration of transport. Escort Aides should have demonstrated ability in working with children with special needs.

C-2.8 ***Fostering Connections to Success and Increasing Adoptions Act of 2008*** – Federal legislation which requires child welfare agencies to partner with local education agencies to ensure that children and youth have educational stability while in foster care. Clients authorized to receive transportation qualify under the Fostering Connections legislation if the client receives transportation to and/or from his/her school of origin.

C.2.9 **Summer School** - An academic session that provides classes and unique learning opportunities for the students enrolled in summer programs. The sessions are held during the months of July through August for the purpose of supplementary and remedial study.

C-2.10 **Group Rate** – The rate per trip the Contractor charges to provide transportation for more than one client picked up from and dropped off at the same location.

C-2.11 **Individual Rate** – The rate per trip the Contractor charges to provide transportation for one client.

C-2.12 **No Show** – Occurs when the client is not available for pick-up from the morning designated location, school, or no one is available to receive the client in the afternoon.

C-2.13 **Non-traditional School Calendar** - Some schools in which CFSA-involved clients are enrolled adhere to a non-traditional school calendar which typically means that students attend school year-round.

C-2.14 **Office of Clinical Practice (OCP)** – The entity within CFSA whose staff is the only individuals allowed to authorize initial approvals for transportation or subsequent re-authorizations. (Foster parents and social workers can cancel or discontinue transportation, but the Contractor should report such cancellation to the OCP).

C-2.15 **Referral** – Process that initiates the provision of transportation services for clients that the Contractor is being asked to serve. (See Section C-5.)

C-2.16 **School of Origin** – The school in which the client was enrolled at the time of placement into foster care.

C-2.17 **Traditional School Calendar** – Most schools in which CFSA-involved clients are enrolled adhere to a traditional school calendar which is divided into the regular school year (typically between August and June) and the summer school session (typically between June and August).

C-2.18 **Trip** – Transportation provided by the Contractor from either a designated location in the morning to school or from school to a designated location in the afternoon. For a client who is transported to **and** from school, this constitutes two trips.

C-2.19 **Unusual Incident** – Any significant occurrence or extraordinary event which is different from the regular routine or which varies from the established procedures. Examples of unusual incidents include, but are not limited to, physical abuse, sexual abuse/relations, serious injury (deliberate or accidental), abscondences, contraband, traffic accidents, serious complaints from caregivers or social workers, criminal acts, and the like.

C.2.20 **Location of Services** – The Contractor shall provide transportation services primarily within the Washington Metropolitan Area Transit District (WMATD). The WMATD includes: the District of Columbia; the cities of Alexandria and Falls Church, the Counties of Arlington and Fairfax and all political subdivisions located within these areas in the Commonwealth of Virginia; portions of Loundon County occupied by the Washington Dulles International Airport; the counties of Montgomery and Prince George's County of the State of Maryland, and all political subdivisions located within those counties; and those portions of Anne Arundel County Maryland occupied by the Baltimore Washington International Airport and all other cities now or hereafter existing in Maryland or Virginia within the geographic area bounded by the outer boundaries of the combined area of those counties, cities, and airports.

Trips outside the WMATD are: Baltimore City and those portions of Anne Arundel not occupied by BWI, Baltimore, Charles and Howard County.

C-3 BACKGROUND

C-3.1 The CFSA recognizes the importance of maintaining educational stability for children/youth in foster care. Research shows that on average, a child in foster care may change schools two to three times per year; and with each move, a child falls three to six months academically behind their classmates. The CFSA believes

that children/youth in foster care deserve equal access to positive academic experiences as their non-foster care peers and, therefore, is committed to improving educational stability for all young people in care. The *Fostering Connections to Success and Increasing Adoptions Act of 2008* requires child welfare agencies to partner with local education agencies to ensure that children and youth have educational stability while in foster care. One way of ensuring educational stability for children/youth in foster care is through the provision of transportation services to and/or from the client's school of attendance, when appropriate, to ensure continuity of educational services.

C-3.2 The need for transportation is determined by the client's team, lead by the client's social worker. If the child's team determines transportation through this contract is needed, the client's social worker will submit a Universal e-Referral to the Office of Clinical Practice requesting transportation services. Upon receipt of the referral, OCP reviews the referral and makes a determination to approve or deny the request. If approved, the client will be referred to a Contractor for transportation services.

C-3.3 The OCP monitors the provision of services provided by the Contractor once services are authorized. OCP authorizes the Contractor to provide transportation to and/or from school for a specified length of time and re-authorizes or discontinues transportation services as appropriate. The Contractor is not allowed to provide services beyond the scope or period of service authorized by the Office of Clinical Practice.

C-4 SPECIFIC REQUIREMENTS

C-4.1 The Contractor shall provide all supervision, personnel, licenses, insurance, equipment, fuel, and operating supplies required to perform the transportation services.

C-4.2 The Contractor shall comply with all required Federal, State, District or Municipal regulations that are required to perform transportation services during the term of the contract.

C-4.3 The Contractor shall possess, for those vehicles operating outside of Washington DC, Montgomery and Prince George's Counties in Maryland, and Arlington and Fairfax Counties in Virginia, an authority to operate as a carrier of passengers by motor vehicles in Intra-State Commerce by the Public Services Commission (PSC) of Maryland. The Contractor shall provide at contract initiation and maintain throughout the term of this Contract a PSC Certificate, which attests to its authority to engage in the business of transportation of children, ages five (5) through twenty-one (21).

C-4.4 The Contractor is required to submit a copy of the Certificate of Authority from the Washington Metropolitan Area Transit Commission (WMATC) for vehicles operating in Washington DC, Montgomery and Prince George's Counties in Maryland, and Arlington and Fairfax Counties in Virginia.

C-4.5 The Contractor shall provide timely transportation services to and/or from school for clients of the District of Columbia between the ages of five (5) and twenty-one (21) enrolled in a general or special education program in an elementary or secondary school who may have mild-to-severe emotional, physical, learning, visual, and/or speech impairments. Clients authorized to receive transportation may qualify under the ***Fostering Connections to Success and Increasing Adoption Act of 2008*** depending upon whether they receive transportation to and/or from their schools of origin.

C.4.6 The Contractor shall provide timely transportation services when requested by OCP and under other special circumstances (e.g., court order); in accordance with this contract for clients five years of age.

C-4.7 The Contractor shall provide timely provision of transportation services to and/or from school for clients at either an individual or group rate depending upon the number of clients authorized to receive transportation from a designated location to and/or from a school, Monday through Friday, except on the holidays specified below: (Also, refer to the DCPS and PGCPS Calendars; provided at Contract award.)

- New Years Day
- Martin Luther King, Jr., Day
- Presidents' Day
- D.C Emancipation Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

C-4.8 The Contractor shall provide transportation services primarily within the Washington Metropolitan Area Transit District (WMATD). The WMATD includes: the District of Columbia; the cities of Alexandria and Falls Church, the Counties of Arlington and Fairfax and all political subdivisions located within these areas in the Commonwealth of Virginia; portions of Loundon County occupied by the Washington Dulles International Airport; the counties of Montgomery and Prince George's County of the State of Maryland, and all political subdivisions located within those counties; and those portions of Anne Arundel County Maryland occupied by the Baltimore Washington International Airport and all other cities now or hereafter existing in Maryland or Virginia within the geographic area bounded by the outer boundaries of the combined area of those counties, cities, and airports.

Trips outside the WMATD are: Baltimore City and those portions of Anne Arundel not occupied by BWI, Baltimore, Charles and Howard County.

C-4.9 When requested by the CA and under other special circumstances (e.g., court order), the Contractor shall provide services outside of the area in accordance with this contract.

C-4.10 While almost all transportation service requirements will be within the Baltimore/Washington Area, there may be occasions when a child will require transportation services beyond this area. These areas will be calculated and billed according to the rates designated in the pricing schedule.

C-4.11 The Contractor shall provide transportation services to and/or from school for clients who attend schools that adhere to either a traditional or a non-traditional school calendar. The CFSA estimates that most clients approved for transportation to and/or from school will attend public, charter, private, or non-public schools within the District of Columbia or Prince George's County in Maryland that adhere to a traditional school calendar; however, some clients approved for transportation to and/or from school will attend schools that adhere to a non-traditional school calendar.

C-4.12 The Contractor shall be responsible for adhering to the school calendars provided by DCPS, PGCPS, and all other schools and/or school systems in which CFSA clients are enrolled. It is the Contractor's responsibility to manage which clients will be out of school due to holidays, parent-teacher conferences, early dismissals, etc.

C-4.13 The Contractor shall be responsible for monitoring reports of unexpected and/or emergency closures or early dismissals. The Contractor shall make the necessary accommodations to ensure that clients authorized for transportation under this contract are transported to their designated locations as needed when unexpected changes to a school's calendar and/or other school-related emergencies occur.

C-4.14 The Contractor and Contractor's staff shall be knowledgeable and sensitive to the needs and anxieties of the clients, their families, and/or their surrogate caregivers.

C-4.15 The Contractor shall provide services daily between the hours of 5:30 am to 6:00 pm, or until the last rider has been delivered to the destination, whichever is later. This means that the Contractor shall be at the pick-up point of a child at 5:30 am, if needed. The Contractor shall be required to extend services beyond 6:00 pm, if all riders have not been picked up and returned to their designated location by that time.

C-4.16 The Contractor shall provide transportation by the most direct routes possible, with deviations occurring, only because of unforeseen circumstances, which may require re-routing, such as encounters with emergency vehicles, road repairs, or accidents. There shall be no other riders in the vehicle with the exception of the children being transported under this Contract, the Escort Aide, and the Driver. The Contractor shall not "mix" passengers from any other contract or for any other reason.

C-4.17 The Contractor shall accommodate requests to change the designated location pick-up and/or drop-off location(s) of clients if received from the Office of Clinical Practice at least 12 hours in advance of the requested change.

C-4.18 The Contractor shall provide one (1) Driver and at least one (1) Escort Aide on each vehicle when transporting clients under this Contract.

C-4.19 The Contractor shall attempt to fill the Escort Aide positions with an applicant who has demonstrated ability in working with children with special needs. The Contractor shall also ensure that the escort aides safely assist the clients on and off the vehicles at the pick-up and drop off sites and provide adequate supervision throughout the duration of transport.

C-4.20 The Contractor shall ensure that all children receiving transportation services under this Contract are fastened in height/weight/age-appropriate safety restraints as required by law:

- Children over one (1) year of age, weighing between 20 – 40 pounds, must be secured in forward-facing child safety seats with harness straps at or above the shoulders until they reach the upper weight or height limit of the particular seat.
- Older children, weighing between 40 – 80 pounds, unless they are at least 4'9" tall, should be secured in a forward-facing, booster seat until the seat belt fits properly. Seat belts fit properly when the lap belt lays across the upper thighs and the shoulder belt fits across the chest (usually at age 8 or when the child is 4'9" tall).

- When children outgrow their booster seats, (usually at age 8 or when they are at least 4'9" tall), they can use the adult seat belt if it fits properly (lap belt lays across the upper thighs and the shoulder belt fits across the chest).

C-4.21 The Contractor shall ensure that all wheelchairs are securely fastened and immobilized, and that the child is properly secured in the seat belt.

C-4.22 The Contractor shall respond to disciplinary problems and other non-medical emergencies. The Contractor shall ensure that all drivers and escort aides are sufficiently trained in de-escalation techniques pertaining to children whose behaviors pose a risk to the safety of self and/or others during transport. The training shall meet nationally recognized standards governing appropriate use of de-escalation. The Contractor shall ensure its employees successfully complete the training prior to assignment of a transport route or being allowed to operate or work on a transport vehicle.

C-4.23 The Contractor shall ensure that disciplinary problems are not handled by cruel or unusual methods. The application of disciplinary action shall be fair, reasonable, and consistent. The Contractor shall ensure that efforts, other than physical restraint, are used to redirect or de-escalate a situation, unless the child's behavior poses an immediate risk to the physical safety of self or others during transport.

C-4.24 The Contractor shall provide adequate supervision and assistance to all children being transported. If at any time a child's behavior during transport becomes such that special supervision is required, the Contractor shall ensure that the child is closely monitored. The Contractor shall report the incident to the CA, who shall work with the child's assigned social worker to develop a plan to address the high-risk behavior.

C-4.25 The Contractor shall report all unusual incidents (including traffic accidents) to the CA. The Contractor shall contact the CA to report the unusual incident by phone within one (1) hour of the occurrence. The Contractor shall also submit a written report via e-mail using the **CFSA Client Unusual Incident (UI) Report** provided by the CFSA within 24 hours of the unusual incident.

C-4.26 The Contractor shall report any incidents of abuse or neglect to CFSA's Intake hotline on 202-671-7233 (SAFE). Incidents of abuse or neglect include, but are not limited to, children abusing other children and/or drivers or escort aides abusing children.

C-4.27 The Contractor shall request immediate assistance for children experiencing medical emergencies. The Contractor shall immediately dial 911, for medical assistance for the child and shall take all safety precautions ensuring the remaining children are not at risk of harm during the episode. The Contractor shall ensure that the driver and escort aide follow the direction of the 911 Operator and the on-site emergency medical team.

C-4.28 The Contractor shall ensure that each driver and escort aide is equipped daily with cellular telephones (at a minimum) and any other communication devices and that all devices are operable at all times. The equipment shall be adequate and available for use in emergency situations. The driver shall be prohibited from using a cellular phone or any other communication device while operating a vehicle transporting clients under this contract.

C-4.29 The Contractor shall ensure that a record of employees files are maintained in the administrative office. Each personnel file shall include, but not be limited to, application for employment, resume or

employment history, transcripts or copy of high school diploma or GED, professional references, copy of driver's license, driving record, all required clearance documents, records of any required medical examinations, personnel actions, notification of any allegations, and date and reason(s), if terminated for employment.

C-4.30 The Contractor shall ensure that each driver and escort aide shall have current training, on the basic standards of first aid and age-appropriate cardiopulmonary resuscitation (CPR). Approved first aid and CPR training shall be in accordance with a nationally recognized standard, such as American Red Cross, or the American Heart Association. Documentation of such training shall be provided to CFSA within thirty (30) days of the execution of this contract.

C-4.31 The Contractor shall maintain a record of all first aid and CPR trained employees. The Contractor shall monitor expiration dates, to ensure that all employees have current training.

C-4.32 The Contractor shall perform transportation services in accordance with the transportation schedule provided by the CA or his/her designee at the inception of the Contract. Afterwards, the CA shall contact the Contractor, by telephone with a follow-up email, to convey any new student requests. (See Section C-5)

C-5 TRANSPORTATION REFERRAL PROCESS

- Upon receipt of a referral for transportation services from a client's social worker, the designated OCP staff will determine if the client is approved for transportation services. Approval may be for as little as one school day, but will not exceed the length of the current academic school year.

- If transportation is approved, the OCP will draft a memorandum authorizing transportation for the client indicating the following:

    - The dates by which the Contractor is expected to start and end services,

    - The date by which the OCP will begin a review of service to determine if transportation will be re-authorized for an additional service period or discontinued,

    - Whether the Contractor is authorized to provide transportation from a designated location to school, from school to a designated location, or to and from school from a designated location.

    - Relevant demographic information that the Contractor will need to initiate services, including but not limited to the clients name, age, address of pick-up and drop-off locations, and the contact information for the child's caretaker and social worker.

- The CA shall forward the memorandum to the Contractor via e-mail.

The Contractor shall prepare a pick up and drop off routing slip for each client receiving transportation services within two business days of receipt of the authorization from the OCP. The Contractor shall submit a copy of the transportation routing slip for each client,

every week by the close of business; 4:45PM. The documentation shall be emailed or faxed to the CA. See Section G.9.1

- Once the client has been routed, the Contractor shall contact the client's caregiver no later than the close of business the day before transportation is scheduled to begin to provide the anticipated time when the client will be picked up before school and/or dropped off after school. The Contractor shall be granted a window of time during which they may arrive as early as 15 minutes before or as late as 15 minutes after the anticipated morning pick-up and/or afternoon drop-off time.

- Prior to the end of each authorized service period, the OCP will conduct a service review to determine if transportation will be re-authorized or discontinued. Regardless of the outcome, the OCP will issue a memorandum to the Contractor either re-authorizing transportation or discontinuing services. The CFSA shall not reimburse the Contractor for services rendered without a memorandum from the OCP authorizing transportation.

- Any requests for changes (i.e., change in pick-up and/or drop off location, etc.) to the authorized transportation plan, with the exception of requests to cancel transportation, must be received and approved by the OCP at least 24 hours in advance of the requested change. If the client, caregiver, or social worker makes such a request of the Contractor, it should be forwarded to the CA. The Contractor is not authorized to provide transportation to clients to a location other than the designated location(s) authorized by the Office of Clinical Practice without prior approval.

- The Contractor shall accept requests from social workers or caregivers to cancel certain transportation trips due to client illness, medical appointments, family visits, etc., without prior authorization from the OCP.

- The Contractor shall ensure that all clients are serviced within the timeframes specified and confirmed with caregivers.

- The Contractor shall report every No Show to the CA or designee for follow-up. If a client is a "No Show" on two occasions, the Office of Clinical Practice will follow-up with the social worker and transportation for the client may be suspended or discontinued.

C-6 OFFICE REQUIREMENTS

C-6.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide a commercial office space, within a 25-mile radius of the District of Columbia for general administration of the program, maintaining of records, processing of client referrals and a dispatcher to receive and route the referrals received from CFSA to the drivers and escort aides.

C-6.2 The Contractor shall provide documentation to include Certificate of Occupancy, Licenses and Permits for the facility at the time of a site visit from the CA.

C-6.3 The Contractor's administrative office shall accommodate scheduled and unscheduled visits made by the CA, and shall be in compliance with the Americans with Disabilities Act (ADA) requirements.

C-6.4 The Contractor's administrative office shall maintain office hours aligned with the District of Columbia Government's business hours (e.g., 8:15 am to 4:45 pm).

C-7 STAFF REQUIREMENTS

C-7.1 The Contractor shall provide professional personnel that have the necessary skills and clearances to perform their duties.

C-7.2 The Contractor is expected to perform and maintain a screening and qualification process for staff that shall have direct contact with CFSA-involved children/youth. The Contractor shall have written policies and procedures covering qualifications, training, and drug testing and employee duties for staff, volunteers or interns.

- Employment application and Resume
- Verification of resume content, past employment with directly-related experience,
- Valid driver's license
- Copy of driving record (Updated annually.)
- Minimum of a high school diploma or GED,
- Verification of child protection clearances from the District of Columbia and every state in which the employee has resided, worked, or attending school within the last five years,
- Verification of FBI clearance,
- Medical clearance indicating employee is free from communicable diseases. (Must be completed annually).
- TB test. (Must be updated annually).
- CPR training (Must be completed annually).
- Drug test. (Initial drug test and every year thereafter.)

C-7.3 The Contractor shall have sufficient staffing to provide the level of service and supervision necessary to ensure the safety of all clients referred for transportation. The Contractor shall notify the CA within twenty-four (24) hours whenever the Contractor is unable to comply with the provision of services.

C-7.4 The Contractor's key personnel shall include the Dispatcher who will be available to work with the CA. on a day-to-day basis, administrative personnel responsible for processing referrals and responding to requests for written reports and other administrative requests, and staff (e.g., drivers and escorts) who provide direct services to clients.

C-7.5 The Contractor's key personnel shall ensure that all direct (driver, escort aides, etc.) and indirect staff, but not limited to consultants, be able to articulate information verbally and in writing in a clear concise manner. Reports information and informs others in a timely manner using appropriate and easily understood language.

C-7.6 The Contractor shall maintain a confidential personnel file for each staff person employed under this contract. A copy of the job description, employment application and all appropriate clearances shall also be in the file. All personnel files shall be available for inspection by the CA during scheduled or unscheduled visits and upon request, within thirty (30) days after date of Contract Award.

C-7.7 The Contractor shall provide the CA verification that each employee and contracted employee has an FBI clearance reflecting that s/he does not have any prior criminal record or convictions for child abuse or neglect, molestation, sexual abuse, rape, drug possession, or drug distribution. The Contractor shall ensure that each employee has not been disqualified by a criminal background check prior to having unsupervised access to children. Each employee's FBI clearance must be updated every two years.

C-7.8 The Contractor shall provide the CA verification that each employee has police clearances from the District of Columbia and every state in which the employee has resided, worked, or attended school within the last five (5) years reflecting that s/he does not have any prior criminal record or convictions for child abuse or neglect, molestation, sexual abuse, rape, drug possession, or drug distribution.

Each year following the initial verification of police clearances, each employee must obtain a police clearances from the District of Columbia and any state in which the employee has resided, worked, or attended school during the previous year.

C-7.9 The Contractor shall provide the CA verification that each employee has a child protection clearance from the District of Columbia and every state in which the employee has resided, worked, and/or attended school within the last five years reflecting that each employee does not have a history of perpetrating child abuse and/or neglect.

Each year following the initial verification of child protection clearances, each employee must obtain a child protection clearance from the District of Columbia and any state in which the employee has resided, worked, or attended school during the previous year.

C-7.10 The Contractor shall provide the CA verification that all employees are drug and alcohol free and are not in treatment for drug or alcohol abuse. The Contractor shall, upon discovery, discipline or terminate any staff found to be in violation of the drug and alcohol policy. The Contractor shall ensure that all employees submit to and pass a drug test every year.

C-7.11 The Contractor shall maintain records on each employee's suitability for performing the duties of driver, escort aides and indirect staff, but not limited to consultants. The Contractor shall provide the CA verification that every driver has a valid driver's license, as well as a driving record from the state in which the employee's driver's license is issued. Each employee's driving record should be updated prior to expiration of the current clearance.

C-7.12 The Contractor shall ensure that all staff hired to provide services have current health certificates available for review by the CA indicating that they are free of communicable diseases and are of adequate health to work in close contact with clients. The Contractor shall ensure that each employee's medical clearance is updated annually.

C-7.13 The Contractor shall ensure that every employee has a TB test administered annually.

C-7.14 **The Contractor shall submit FBI, police, and child protection clearances; CPR health certification; driving records and other-related information; drug; medical; and TB test results to CFSA prior to Contract award.**

C-7.15 The Contractor shall document supervisory actions, conferences, personnel evaluations, and any other pertinent information in employee personnel records.

C-7.16 The Contractor shall terminate or deny employment to any employee, prospective employee, and intern or volunteer, for misrepresenting his/her background information. In addition, the Contractor shall immediately terminate any employee, intern or volunteer for drug or alcohol abuse, or the perpetration of child abuse of any child.

C-7.17 The Contract shall ensure that all employees wear and display an identification badge that displays a picture of the employee, the employee's name, weight, hair color, color of eyes, and date the identification was issued, while performing services under this contract.

C-7.18 The Contractor shall designate an employee to serve as Dispatcher who shall work with the CA on a day-to-day basis.

C-7.19 The Contractor shall ensure that each driver has a valid driver's license in his or her possession, while operating a vehicle. The driver's license shall be appropriate for the type of vehicle being driven.

C-7.20 The Contractor shall develop and maintain an on-call or back-up driver plan to compensate for employees who are absent from work for any reason. The Contractor shall ensure that each transport vehicle is staffed with a driver and escort aide and that transportation is not interrupted due to staffing issues.

C-7.21 The Contractor shall ensure that drivers obey all posted traffic signals. CFSA shall not be responsible for traffic tickets or other liabilities incurred as a result of driver negligence.

C-8 VEHICLE REQUIREMENTS

C-8.1 The Contractor shall provide a fleet of passenger vehicles capable of transporting the numbers and types of children set forth in this solicitation. The vehicles shall conform to Highway Safety Standards, meet the Americans with Disabilities Act requirements, and other regulations required for providing transportation services. In addition, the vehicle shall have adequate heating and air conditioning.

C-8.2 The Contractor shall ensure that each vehicle is adequately insured for the maximum liability coverage. The Contractor shall not permit an employee to transport children in personal vehicles.

C-8.3 The Contractor shall have passenger vehicles that have a maximum seating capacity for fifteen (15) passengers, and a minimum seating capacity for six (6) passengers. The Contractor shall have ready access to wheelchair-accessible vehicles, as needed. The Contractor shall have or the ability to acquire vehicles to service each quadrant of the Metro Area as specified in the WMATD, and passenger vans that will accommodate travel outside of the District to ensure children arrive at their destinations safely and on time. Each passenger van that transports children for Child and Family Services Agency shall have an Escort Aide present during transport at all times. For Example: The Contractor shall have at a minimum one passenger van in each area to service and transport children within quadrants of the District, N.E.; N.W.; S.E. and S.W. Separate passenger vans should be used to transport children to Charles County and Howard County. The goal is to ensure children that are picked up arrive at their destination on time and within the time frame specified in Section C-4.14.

C-8.4 The Contractor's vehicles shall be equipped with:

1. Operational lap and shoulder seat belts, for passengers in the most forward seat, and shoulder harness and lap type belts, for all other passengers. Vehicles shall be equipped with seat belts, car seats, booster seats, and/or other appropriate safety devices for all passengers as required by law. The number of passengers shall not exceed the vehicle number of seat belts.

2. Seat belts or approved child passenger restraint systems, as appropriate for the child, whenever the vehicle is in motion.

3. Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC). Fire extinguishers shall be adequately maintained and recharged and ready for use at all times. Fire extinguishers shall receive maintenance certification, by a licensed firm specializing in this work; based upon the manufacturers recommended schedule. Maintenance means a thorough check of the extinguisher, for mechanical parts, extinguishing agents, and expelling means.

4. A first aid kit of appropriate type and capacity, consistent with WMATC Standards. First aid kits shall contain, at a minimum, barrier gloves, one-way resuscitation masks, bandages, scissors, tweezers, ace bandages, gauze, thermometer and alcohol swabs or something similar.

5. "Fasten Seat Belt" and "No Smoking" signs shall be posted inside every vehicle.

6. The Contractor shall ensure all drivers and escort aides have operable cellular telephones and any other emergency communication devices. The equipment shall be adequate and available for use in emergency situations. The driver shall be prohibited from using a cellular phone or any other communication device while operating a vehicle transporting clients under this contract.

7. For special needs routes, all motorized vehicles shall have:

    - An orthopedic lift,
    - The capacity to accommodate a minimum of two (2) wheelchairs in a forward-facing position,
    - Air conditioning, and
    - Seats that contain seatbelts.

C-8.5 The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment, at its own expense:

1. The Contractor shall ensure that each vehicle used in the performance of the contract is inspected annually, by the applicable Department of Motor Vehicles or the local jurisdiction for operational safety. The Contractor's vehicle must pass this inspection and display a valid inspection sticker at all times. Vehicles that do not pass this inspection shall be immediately removed from the transportation service, until repairs are made and the vehicle passes the re-inspection.
2. The Contractor shall ensure that each vehicle is legally licensed and registered in the State where the business is located.
3. The Contractor shall assume full responsibility for the preventive and remedial maintenance of all vehicles. All vehicles shall be maintained in safe operating condition at all times.
4. The Contractor shall keep the exterior and interior of all vehicles clean and litter-free at all times. Any vehicle utilized shall be made available for inspection at any reasonable time, at the request of the CA.

C-8.5.1 Marking of the vehicles used to transport individuals served by CFSA. The following information shall appear on both sides of each vehicle used to transport passengers under WMATC authority and CFSA standards;

C-8.5.2 The carrier's legal name or trade name appearing on the carrier's certificate of authority, or otherwise approved by WMATC for use in the Washington Metropolitan Area, preceded by the phrase "operated by" if some other name also appears on the vehicle; and

C-8.5.3 **"WMATC"** followed by either the carrier's certificate of authority number or, if applicable, the carrier's temporary or approval number.

C-8.5.4 The markings required by this regulation shall contrast sharply in color with the background and be legible during daylight hours from a distance of fifty (50) feet. The marking less than two and one-half inches in height are presumed not to be legible from fifty feet. The markings shall be kept and maintained in a manner preserving the required legibility. The markings required by this regulation shall be permanent.

C-8.6 The Contractor shall have full responsibility for the storage of vehicles during non-working hours. CFSA is not responsible for stolen or vandalized vehicles.

C-8.7 The Contractor shall adhere to the following in case of emergency:

1. In the event of an accident or other incident of emergency nature, the Contractor is to ensure that each child is safe and supervised during the incident.

2. The Contractor shall ensure that if a Driver experiences an emergency, such as vehicle breakdown or accident, he/she shall notify their Dispatcher immediately, who will immediately notify the CA.

3. The Contractor shall ensure the Driver contacts the CFSA Hotline at (202) 671-7233 (SAFE), to request immediate notification of the Office of Clinical Practice's clinician on call to report the status of the children in the event of an accident or other emergency. The Driver shall, if physically able, call for medical assistance, notify the Police Department, and then call their Dispatcher. The Driver shall provide the on-call Clinician and the Dispatcher, with the following information:
    - Description of and the extent of the accident/damage.
    - Time and location of the accident or broken vehicle.
    - The names and severity of injuries to children in transport, including employees.
    - The name of the emergency service provider.
    - The hospital or location where injured children or employers are transported.
    - The disposition of uninjured children and/or employees.

- The Contractor shall ensure that this information is immediately reported to CFSA and shall submit, in writing an Unusual Incident Report, using the standard form provided by CFSA, to the CA within twenty-four (24) hours of the accident.
- In the event a disaster takes place during the time that children are being transported, children shall be kept on the bus/van and the driver shall ask for assistance through radio contact with the Dispatcher. If roads are impassable, any child who is at home waiting for the bus shall not be picked up and remains the responsibility of the Parent or Guardian. In the afternoon, the driver shall make every attempt to continue delivering students to their homes. Should road conditions

prevent the driver from delivering students to their home, or to school in the morning; the students shall be delivered to the nearest school site. Parents or Guardians may pick them up after the DCPS Communications Office or local radio and television outlets have announced the "all-clear" signal. The Contractor shall notify the CA or "and" the CFSA Hotline of the location of the children.

C-8.8 The Contractor shall provide an approved plan, describing child accountability, at the end of each shift. The Contractor shall ensure that each child is accounted for prior to the vehicle beginning the designated route and prior to ending the designated route. Further, the Contractor shall provide an approved plan on reporting, when a child is missing from his/her assigned vehicle.

C-8.9 The Contractor shall notify the CA when a child is not picked up from his/her designated location immediately. The Contractor shall ensure that drivers maintain a daily log, covering all children using the transportation system. This includes, but is not limited to the child's name, time and location of pick-up and drop-off; and responsible Parent or Adult and the responsible Parent/Adult's telephone number. The Contractor shall coordinate with the CA on verifying names and identity of the child's caregiver.

C-9 CONSOLIDATION OF ROUTES

C-9.1 The Contractor shall ensure that all daily pick-up and drop-off points are in the close proximity to where the child resides, and where he/she must be transported. The Contractor is not permitted to allow drivers to pick-up or drop-off children outside the designated route, unless current circumstance dictates. This is only allowable on a case-by-case basis, and is not permitted as a general rule of operation.

C-9.2 The Contractor is not permitted to allow non-routine trips unless it has been approved in advance by the CA. One-way trips are not permitted, unless written notification is provided to the Driver, indicating the child is not to be picked up from his/her drop-off point. The Contractor shall choose routes that will require the least amount of time on the bus/van for children, and represents the shortest distance between points.

C-10 TOBACCO-FREE AND ALCOHOL/DRUG-FREE ENVIRONMENT

C-10.1 The sale or use of tobacco, alcohol or drugs, in any form or related products, is prohibited in school buildings, on school grounds, or on buses, while under contract, at all times. Contractor is expected to adhere to this policy at all times.

C-10.2 Persons found to violate this policy may be requested to remove the product in question and themselves from the bus, or be subject to other administrative action, as deemed appropriate by the Contractor.

C-11 STANDARD OF SERVICES PROVIDED

C-11.1 Transportation services shall be performed at a level deemed satisfactory by the client, social worker, caregiver(s), and CA. When the client, social worker, caregiver(s), and/or the CA expresses dissatisfaction with the performance, the Contractor shall address the concerns in writing. The written response must be provided to the CA within two business days of the Contractor's receipt of the concern/complaint. Failure to respond to the concern or complaint to the satisfaction of the CA and/or

complainant may result in corrective action including, but not limited to, re-assignment of the client to another vendor or a Cure Letter/Show Cause Notice.

C-11.2 If the Contractor determines that services cannot be rendered for reasons beyond its control (e.g., the client refuses services, the family interferes with the service), the Contractor shall contact the CA immediately for instructions.

C-12 CONFLICT-OF-INTEREST

C-12.1 The Contractor shall maintain policies and procedures and provide training for employees to ensure clients and employees are not involved in situations in which conflicts-of-interest may develop. Examples of inappropriate activities: Employees residing in the homes of clients for whom they provide services, employees accepting gifts from clients, employees accepting loans or personal property from clients, employees soliciting loans, gifts, or other tangibles and intangibles from clients, and employees engaging in outside business activities while providing services to clients under this Contract.

C-13 CLIENT RECORDS

C-13.1 The Contractor shall develop an approach for managing and maintaining records for each client referred for services under this contract. The clients' records should maintain all relevant documentation related to the initial referral, initial approval, re-authorization, and discontinuation memoranda, service logs, and any other client-specific information throughout the duration of the contract.

C-14 SIGNIFICANT CHANGES AND EMERGENCY REPORTS

C-14.1 The Contractor shall report significant client changes and emergencies to the CA. Significant changes are to be reported in writing via e-mail to the CA within two (2) business days, but emergencies must be reported to the CA by telephone immediately with a written report to follow via e-mail within two (2) business days.

C-15 UNUSUAL INCIDENT REPORTS

C-15.1 The Contractor shall report all unusual incidents (including traffic accidents) to the CA. The Contractor shall contact the CA to report the unusual incident by phone within one (1) hour of the occurrence. The Contractor shall also submit a written report via e-mail using the **CFSA Client Unusual Incident (UI) Report** within 24 hours of the unusual incident. The report shall include a summary of the incident, as well as all actions taken by the Contractor in response to the incident.

C-16 STATUS REPORTS

C-16.1 The Contractor shall develop a system for providing status reports on the condition or situation of clients upon request of the CA. These reports may include, but are not limited to: review of client behavior during transport, identified issues or concerns regarding clients' caregivers, client, caregiver, or social worker request for change or discontinuation of transportation services. The CA will provide instructions about the specific information needed in these reports when the request for a report is

made. The Contractor shall provide a status report upon the request of the CA within two (2) business days unless the timeframe is otherwise specified by the CA.

C-17 CORRECTIVE ACTION REPORTS

C-17.1 The Contractor shall report any corrective actions taken in response to compliance issues raised by the CA and/or the Contracts and Procurement Administration. The Contractor shall respond in writing via e-mail of poor and unsatisfactory monitoring reports given to the Contractor by CFSA and shall prepare to send to CFSA any other reports, as requested.

C-18 CRIMINAL MISCONDUCT REPORTS

C-18.1 If a client accuses an employee of criminal misconduct, the CFSA will and the Contractor shall both advise the client of his/her rights to report the incident to law enforcement officials. The District will require the Contractor to provide a written report via e-mail within thirty (30) days. The report shall contain confirmation that the Contractor made efforts to investigate the client's complaint (e.g., called the employee in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, etc.) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Contractor shall reimburse the client for reasonable claims if there is reasonable indication that the Contractor or its employees were at fault. The report shall also include information regarding measures taken to prevent similar complaints from recurring and information about the results of the police investigation, if conducted. Each such case shall be evaluated on its individual merits.

C-18.2 It is not mandatory to obtain a criminal conviction before reimbursing a client and the standard for "reasonable indication" shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct will be considered a serious contract violation that will weigh heavily in the overall rating of service.

C-19 MONTHLY ACTIVITY REPORTS

C.19.1 The Contractor shall submit a monthly activity report in a format prescribed by CFSA, which includes, but is not limited to, the Drivers daily log and the Unusual Incident Report. These reports are due to the CA within five (5) days after the end of each month.

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

SECTION D: PACKAGING AND MARKING

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

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

SECTION E: INSPECTION AND ACCEPTANCE

E-1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

E-1.2 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract, to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications, shall be rejected.

END OF SECTION E

SECTION F: DELIVERIES OR PERFORMANCE

F-1 TERM OF CONTRACT

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

F-2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F-3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9.1 in accordance with the following:

SOW Section	Deliverable	Qty.	Method of Delivery	Due Date
C.4.3	Submit a copy of Maryland Public Service Commission (PSC) Certificate.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.4.4	Submit a copy of the Certificate of Authority from the Washington Metropolitan Area Transit Commission (WMATC)	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.4.22	All drivers and escort aides are sufficiently trained in de-escalation techniques pertaining to children whose behaviors pose a risk to the safety of self and/or others during transport.	1	Hard or electronic copy	Submit a copy of the certificate to the CA prior to contract award
C.4.25	Report all unusual incidents (including traffic accidents) to the CA or his/her designee.	1	Phone; written hard copy by fax or electronic copy	Call and Submit to the CA within one (1) hour of occurrence
C.4.26	Report any incidents of abuse or neglect		Phone; written	Call and Submit to

	to CFSA's Intake hotline on 202-671-7233 (SAFE).		hard copy by fax or electronic copy	the CA within one (1) hour of occurrence
C.4.30	Each driver and escort aide shall have current training, on the basic standards of first aid and age-appropriate cardiopulmonary resuscitation (CPR).	1 per new hire	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.5	Prepare a pick up and drop off routing slip for each client receiving transportation services.	1	Hard copy vie fax or email	Submitted to the CA within two (2) business days of receipt of referral.
C.7.2	Written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.7.7	Provide the CA verification that each employee and contracted employee has an FBI clearance.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.7.8	Provide the CA verification that each employee has police clearances.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.7.9	Provide the CA verification that each employee has a Child Protection Registry Clearance.	1	Fax or e-mail	Submit a copy to the CA prior to contract award
C.7.12	All staff hired to provide services have current health certificates	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.7.19	Each driver has a valid driver's license in his or her possession, while operating a vehicle.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
H.11	Obtain copies of Criminal background and traffic check reports.	1	Hard or electronic copy	Submit a copy to the CA prior to contract award
C.19.1	Monthly activity report in a format prescribed by CFSA, which includes, but is not limited to, the Drivers daily log and the Unusual Incident Report.	1	Hard of electronic copy	Submit a copy to the CA within five (5) days after the end of each month.

F.4 The contractor shall submit to the District, as a deliverable, the report described in section H of this contract that is required by the 51% District Residents New hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District may not make final payment to the contractor.

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL AND MPUR INFORMATION FOR INVOICING

G.2.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.

G.2.2 The Contractor will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment."

G.2.3 The Contractor shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.

G.2.4 Once an MPUR is certified by the Contractor for the generation of an invoice, it cannot be modified.

G.2.5 The Contractor must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.

G.2.6 If the Contractor is unable to access the PPW, it is the Contractor's responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.

G.2.7 If there is a substantive, not technical, problem with the Contractor's PPW invoice, it is the Contractor's responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.

G.2.8 If the Contractor fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.

G.2.9 The Contractor shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations
400 6th Street SW
2nd Floor

no later than 30 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, contract number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

The District shall pay the amount due to the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

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

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

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

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

Tracey Talbert
Contracts Liaison Specialist
Innovative Family Support Services Administration
Office of Clinical Practice
Child and Family Services Agency
400 Sixth Street SW
Washington, DC 20024

202-727-4679
tracey.talbert@dc.gov

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

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

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

G.10 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer or CA. Such orders may be issued during the term of the contract.

b) All delivery orders or task orders are subject to the term and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 11, dated June 24, 2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

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

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

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

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

   (a) Material supporting a good faith effort to comply;
   (b) Referrals provided by DOES and other referral sources;
   (c) Advertisement of job openings listed with DOES and other referral sources; and

(d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

(1) A good faith effort to comply is demonstrated by the Contractor;

(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

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

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

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

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

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

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

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

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

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

H.9.2 Subcontracting Plan

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

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

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

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

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

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

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

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

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

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

H.9.3 Subcontracting Plan Compliance Reporting.

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

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

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

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

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

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

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

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

H.9.4 Subcontractor Standards

H.9.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:
Drivers, Escort Aides and all staff who shall provide direct services to the clients.

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: Drivers.

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

(A) a written authorization which authorizes the District to conduct a criminal background check;

(B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

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

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

(A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-

family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H. 11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H. 11.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.3 and H.11.5.

H.11.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.11.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.11.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments.

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 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.6 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.7 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below.
The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be

written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

5. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

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

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.**

C. 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.

D. 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.

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

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

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

G. 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 EQUAL EMPLOYMENT OPPORTUNITY

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

I.9 CONTRACTS IN EXCESS OF ONE MILLION 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.

I.10 GOVERNING LAW

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

I-11 CONFLICT OF INTEREST

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.

I-12 SPECIAL INDEMNITY

The following provision supplements Section 10 of the Standard Contract Provisions: The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of the LaShawn v. Gray Implementation Plan, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under the awarded contract.

I-13 CONTINUITY OF SERVICES

I-13.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia 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-13.2 The Contractor shall, upon the Contracting Officer's written notice:

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

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 Contracting Officer's approval.

I-13.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I-13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I-13.5 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-14 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007.

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 05-2103 (Revision No. 11, dated June 24, 2011)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications

ATTACHMENT J.8

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.
RESPONSES
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.
GENERAL INSTRUCTIONS
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION
Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).
PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years
and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

☐ Corporation (including PC)	Date of Incorporation:
☐ Joint Venture	Date of Organization:
☐	Date of Organization:

Limited Liability Company (LLC or PLLC)	
☐ Nonprofit Organization	Date of Organization:
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment:
☐ Sole Proprietor	How many years in business?
☐ Other	Date established?

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	☐ Yes ☐ No ☐ Other

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or

(b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: *Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned relative to any business or professional permit or license?	☐ Yes ☐ No ☐ Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No ☐ Other
2.3 Been proposed for suspension or debarment?	☐ Yes ☐ No ☐ Other
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	☐ Yes ☐ No ☐ Other

(a) Any business-related activity; or

(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No
Please provide an explanation for each "Yes" or "Other" in Part 2. For each "Other", include an explanation that provides the basis for not definitively responding "Yes" or "No".	

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No ☐ Other
3.2 Been proposed for suspension or debarment?	☐ Yes ☐ No ☐ Other
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	☐ Yes ☐ No ☐ Other
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified on any government permit or license?	☐ Yes ☐ No ☐ Other
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No ☐ Other
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No ☐ Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No ☐ Other
Please provide an explanation for each "Yes" or "Other" in Part 3.	

PART 4: CERTIFICATES AND LICENSES

Within the past five (5) years, has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over $25,000 filed against it which remains undercharged?	☐ Yes ☐ No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	☐ Yes ☐ No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
Please provide an explanation for each "Yes" in Part 5.	

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?	☐ Yes ☐ No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	☐ Yes ☐ No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	☐ Yes ☐ No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.	☐ Yes ☐ No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	☐ Yes ☐ No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	☐ Yes ☐ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.)	☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

By checking the applicable line, the bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

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

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

2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in the contract;

(b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

_____

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: *Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.*

PART 1: BUY AMERICAN ACT COMPLIANCE

By checking the applicable line, the bidder/offeror certifies that:

___ 1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [ ], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name:	Telephone #:	Fax #:

Title:	Email Address:
The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.	

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid. The District intends, but is not obligated, to award a *single* contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid. See Section M for Evaluation Factors.

L-2 PRE-BID CONFERENCE

L-2.1 A pre-bid conference will be held at the **Child and Family Services Agency - 955 L'Enfant Plaza, SW, North Building, Washington, DC 20024 - Conference Room 5200 on May 24, 2012 from 2:00 – 4:00 PM.** Prospective Bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Bidders must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

L-2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Bidders who are listed on the official Bidders' list as having received a copy of the solicitation. Answers will be sent by email to each prospective bidder.

L.3 PREPARATION AND SUBMISSION OF BIDS

L.3.1 Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bid (IFB), all attachments and all documentation containing the bidder's offer shall constitute a formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No.: DCRL-2012-B-0011.**

L.3.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.3.2 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.3.3 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3.4 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.3.5 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.4 FAMILIARIZATION WITH CONDITIONS

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

L.5 BID SUBMISSION DATE AND TIME AND PUBLIC BID OPENING

Bids must be submitted no later than 2:00 PM (EST) local time on June 11, 2012, to:

Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

A public bid opening will be held at 2:00 PM (EST) local time on June 11, 2012 at:

Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

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

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

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

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

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

L.7.1 Late Submissions

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

L.7.2 Late Modifications

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via email. The prospective bidder should submit questions no later than **14 calendar** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **14 calendar** days before the date set for submission of bids. The District will furnish responses via email. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.10 BID PROTESTS

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

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the email or facsimile. The District must receive the acknowledgment by the date specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.12 BIDS WITH OPTION YEARS

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

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 BID OPENING

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

L.15 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.7 to:

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

L.16 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.16.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business 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 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.16.2 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.

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

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime

contractors as follows:

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

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

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

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

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

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

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

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

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

M.2 EVALUATION OF OPTION YEARS

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

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