

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages	
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2. Amendment/Modification Number <b>Amendment No. 002</b>	3. Effective Date <b>December 13, 2019</b>	4. Requisition/Purchase	5. Solicitation Caption: <b>DCIAA Athletics Transportation</b>		
6. Issued by: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, N.E., 9 <sup>th</sup> Floor Washington, DC 20002		Code	7. Administered By: (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code number)     Code Facility		9A. Amendment of Solicitation No. <b>GAGA-2020-I-009</b>			
		9B. Dated (See Item 11) <b>11/27/2019</b>			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) completing Items 8 and 15, and returning one (1) copy of the amendment; (b) acknowledging receipt of If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, telegram or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the Contract/Order No. in Item 10A.					
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as, changes in paying office, appropriation data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The purpose of this Amendment 002 is to post the Answers to the Questions (Qs & As) per the continuation page  The signed copy of this amendment <b>shall</b> be submitted with the proposal.   <b>All terms and conditions of the solicitation referenced remain unchanged in full force and effect.</b>					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed		

B. 1.4 The District seeks the contractors to provide round trip transportation for sporting events for DCIAA for grade levels listed in **Section B.1.1. TRIP** is defined as: a bus trip shall be defined as transporting one or more schools to a destination and returning those same schools to their points of origin.

**Question 1.** What is the maximum number of schools to be picked up per bus? Will the school pick-up locations be in the same section of town or in route to the destination?

**Answer 1.**

- Maximum number of schools to be picked up per bus is three (3).
- Pick-up locations can be either in the same section of town or they may be schools that are in route to the destination.

B. 1.5 Bus route times **will vary by sport**. While most sporting events take place after school, the transportation pick up times for student-athletes may occur during the school. See grade level sporting events schedule (Section J, J.11 thru J.14).

**Question 2.**

- A) What is the earliest pre-game time the buses would need to report?
- B) What measures are in place for abuse of time? For example, bus is scheduled for 1:00 pick-up, team board bus at 3:00pm, game starts at 5:00. Shouldn't this be considered abuse of time? Ex: If the game start time is 5:00pm what is the earliest a bus should report?
- C) Will the Government use reasonable consideration for the contractor's time?

**Answer 2.**

- A) Pick-up times will vary by sport and the destination and would be a least a minimum of 2 hours before start of contest.
- A) Buses should drop student-athletes off at event destinations a minimum of 90 minutes before start of contest.
- B) The program (DCIAA) must be notified (name of school and sport) when teams are late boarding the bus. This will allow the program to notify the teams Principal and take the necessary action.
- C)

B. 1.7 The number of buses required per day shall not exceed:

**Question 3**

A) The high school & opportunity league shall not require more than 26 buses per day. If more buses are needed, you will be notified, in advance, by the Athletics Department.

“If more than 26 buses are needed, will it be based on availability or is it mandatory? How much advance notice will be given if more than 26 buses are needed? How much advance notice will be given for any order?”

- Answer 3**
- A) If more than 26 buses are needed, it is MANDATORY! The vendor will be notified one (1) week prior to the contest date.
  - B) Because of the sudden nature of athletics, it is hard to determine a “fixed” or “advanced” notification time for an order.
  - C) For the regular schedule, less than 26 buses per day, athletics will distribute the schedule on the Thursday prior to the upcoming week.

B. 1.11 Buses shall return to the destination location sites no less than 30 minutes before the scheduled pick-up time.

**Question 4** Will the scheduled return pick-up time be on the order?

**Answer 4.** The pick-up time will be reflected on the order as “return pick-up,” however buses need to be at the contest site for the “return pick-up” **at least 45 minutes** prior.

B. 2.2 The CO may elect to proceed with any method of negotiations, discussions or award of the contract without discussion or negotiations.

**Question 5** Please clarify. What does this statement mean?

**Answer 5** The CO to take steps in accordance with the 27 DCMR Section 1500, to make sure bidders meet the qualification listed in Section B.1.2, L.15.1, and L.16. It may be necessary to ask bidder(s) for verification of items in their bid, clarification on information or material provided by the bidder on their responsibility, capacity, and responsiveness, with the respect to the bid price.

The CO may elect to proceed with any method of negotiations, discussions or award of the contract without discussion or negotiations to the responsive, responsible contractor with the reasonable pricing whose bid will be the most advantageous to DCPS, DCIAA with respect to price, responsiveness, responsibility determination, and capacity. See B.2.3.

B. 3.1 This is IDIQ contracts for the supplies or services specified, and effective for the period stated.

- A) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, (Section G.4.4). 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 number of 1579 trips or maximum amount of \$500,000.00 per year. The District will order at least the minimum number of 100 trips in the minimum amount of \$5,000.00 per year.

**Question 6** A) Is this statement stating that the maximum award per contractor is \$500,000 per year?

**Answer 6** A) Yes, the maximum award per year per contract is **Estimated** \$500,000.00, however DCPS is obligated to meet only the minimum award per year per contract which is \$5,000.00, 27 DCMR Section 2499.

B.3.1

B) 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.

**Question 6** B) Does this statement contradict the definition of a trip? Please clarify if more than one school is on the bus that they must be going to the same destination not multiple locations. (Reference C.1.6).

**Answer 6** B) If more than one school is on the same bus, they are going to the same destination; they will not travel to multiple sites.

C.1.10 The contractor shall ensure all students are seated prior to driving.

**Question 7** What is the protocol for students not abiding by bus safety rules, such as standing, hanging out the window or fighting?

**Answer 7** The programs desire is that all participants govern themselves accordingly and abide the transportation safety rules. However, the designated athletic coach on the bus is responsible for ensuring that all passengers are abiding by all safety rules. In the event that the bus driver deems the behavior of the student-athlete to be outside of bus safety rules, please notify the athletic coach on the bus.

C.1.18 The Contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contractor shall provide wage/salary and benefits per the most applicable recent Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the contractor shall be paid in accordance of the Fair Labor Standards Act, as amended and any other applicable statues (details in Section H.2).

**Question 8** What are the hours of each trip so that hours and wages can be calculated properly? What is the time frame per sport? These unknown factors make it impossible to properly bid and comply to Federal and State laws.

**Answer 8** The length of trips can vary by sport per season and can range from 4 – 12 hours on a normal day.

C.1.21 The below table depicts the minimum and maximum buses for category A, B, and C. The ordering schedule for Category D – Support Services will be maintained and determined by the Contract Administrator (CA) in accordance with the Ordering Clause in Section G.4.4.

**Question 9** Is the 8-bus minimum guaranteed per day?

**Answer 9** No. This is not a guarantee.

C.5.2.18 The trip rate shall remain the same rate per category even if the trip runs over (per category and primary, secondary, or tertiary contractor). The vendor shall not charge DCPS extra for any reason. The events duration cannot be determined definitively, and it cannot be determined if any delay may occur.

**Question 10** It is understood that the events duration cannot be determined definitively, however the beginning of the event can be determined. How much time prior to game time will the pick-up begin? How many schools will be on one bus and how far apart will the pick-up locations be? Without time restraints the government place the contractor at a disadvantage.

**Answer 10** A) Pick-up times will vary for sport and the destination and would be a **least a minimum of Two (2) hours** before start of contest.  
B) Buses should drop student-athletes off at event destinations a **minimum of 90 minutes** before start of contest.

C. 5.2.20 Student-athletes and coaches must be allowed to shelter on the buses in the event of inclement weather. No student-athlete or coach shall be left outside in the elements.

**Question 11** A) Are buses allowed to drop students and then return for pick-up within 30 minutes of event ending? (Reference back to B 1.11).  
B) Is it understood that the buses can only idle for 3 minutes? This time frame is not enough to cool or heat the bus. The students will board a hot bus therefore lowering the windows to get relief making it impossible for the operable air conditioner to provide relief. If the windows remain up while waiting for the air conditioner to provide relief, the risk of students overheating increases tremendously. The average time frame for cooling or heating a bus is 15 to 20 minutes. The bus manufacturer is willing to provide additional information backing this statement. The safest method for the students is to board and ride the bus with the windows down.

**Answer 11** A) The pick-up time will be reflected on the order as “return pick-up”; however, buses need to be at the contest site for the “return pick-up” **at least 45 minutes** prior.  
B) OK.

I.8.A.7 Commercial Umbrella or Excess Liability - The Provider shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Provider’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Insurance Agent’s questions and concerns -- Commercial Umbrella/Excess Liability:

If an insurance company maximum limit for any one coverage is \$10m. The contract requires a primary \$1m per occurrence for GL and Auto so you would need a total of \$11m for each.

Lancer can offer a \$9m excess limit on the GL and \$5m excess limit on top of your \$5m Auto. See if you can get the \$10m Excess limit requirement reduced to \$9m and apply only to the auto rather than the GL too. If not, we would need to approach our non-standard markets for an additional \$1m limit which would be costly given minimum policy premiums. Lancer is unsure if they can offer a \$10m limit for GL so we might need to get an excess \$5m or \$6m on the GL if they can't.

**Question 12** Verify if \$10m Excess limit needs to go over the Sexual Abuse/Molestation and Employers Liability?

**Answer 12** The insurance remains as described in the IFB.

**Question 13** On page 14-16, Category D, is the Total Price defined as the price per school bus since this cost references extra activities that do not have a total number of trips since it is unknown.

**Answer 13** Category D Alternative Pricing covers additional buses, if needed for any event requiring additional buses to include extra activities, special events, playoffs, as the need arises. All vendors are to provide pricing (rate) for Category D. This is an unknown requirement and not a guarantee a need would arise.

**Question 14** On page 16, what is the grand total if the price for numbers 1 through 6 in Category D is a price per bus not price per bus times number of trips times number of days since that information is unknown in category D. This relates back to question 1.

**Answer 14** Category D Alternative Pricing covers additional buses, if needed, for any event requiring additional buses to include extra activities, special events, playoffs, as the need arises. All vendors are to provide pricing (rate) for Category D. This is an unknown requirement and not a guarantee a need would arise. This is a per-trip cost with the number of trips or the number of buses required is unknown as this is an unknown Ad hoc requirement