


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   7
2. Amendment/Modification Number <b>Amendment No. 01</b>	3. Effective Date <b>10-24-17</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption: GAGA-2018-R-0003 Swing Space Transportation Services	
6. Issued by: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street NE, 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)		X	9A. Amendment of Solicitation No. <b>GAGA-2018-R-0003</b>	
			9B. Dated (See Item 11) <b>10/24/17</b>	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility	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 bids <input checked="" type="checkbox"/> is extended. <input 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) By completing items 8 and 15, and returning an original and 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BIDS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such may be made by letter 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 9A.				
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 is required to sign this document and return an original with 3 copies to the issuing office with the bid				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  <p>The Request for Proposals (solicitation) GAGA-2018-R-0003 has been amended via Amendment No. 01 as follows:</p> <p>1. Page 1, Section 9 – Delete 25-Oct 17; SUBSTITUTE 30 Oct 17. Page 42, Section L.4.1.1 – Delete Wednesday, October 25, 2017; SUBSTITUTE Monday, October 30, 2017.</p> <p>The Solicitation has been extended from Wednesday, October 25, 2017 to Monday, October 30, 2017</p> <p style="text-align: center;"><b>SEE ATTACHMENT A for the rest of the Amendment 01 and Attachment B for the answers to the questions submitted on Solicitation No. GAGA-2018-R-0003.</b></p>				
Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer  Candace Butler		
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia   (Signature of Contracting Officer)	16C. Date Signed  10/24/17	

## ATTACHMENT A

### Section B – PRICE SCHEDULE – IDIQ

Delete Sections B.4.2 thru B.4.6 in its entirety; **SUBSTITUTE:**

#### B.4.2 Base Year

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Per Trip Cost)	Minimum Quantity	Minimum Total Price (per trip cost x min. qty.)	Maximum Quantity	Maximum Total price (per trip cost x max. qty.)
0001	<b>Morning: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
0002	<b>Afternoon: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
0003	<b>2-Point Pickup Trip</b>	\$ _____	<b>360 Trips (Monday – Friday)</b>	\$ _____	<b>450 Trips (Monday – Friday)</b>	\$ _____
<b>TOTAL(S)</b>				\$ _____		\$ _____

#### B.4.3 Option Year 1

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Per Trip Cost)	Minimum Quantity	Minimum Total Price (per trip cost x min. qty.)	Maximum Quantity	Maximum Total price (per trip cost x max. qty.)
1001	<b>Morning: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
1002	<b>Afternoon: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
1003	<b>2-Point Pickup Trip</b>	\$ _____	<b>360 Trips (Monday – Friday)</b>	\$ _____	<b>450 Trips (Monday – Friday)</b>	\$ _____
<b>TOTAL(S)</b>				\$ _____		\$ _____

#### B.4.4 Option Year 2

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Per Trip Cost)	Minimum Quantity	Minimum Total Price (per trip cost x min. qty.)	Maximum Quantity	Maximum Total price (per trip cost x max. qty.)
2001	<b>Morning Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
2002	<b>Afternoon: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
2003	<b>2-Point Pickup Trip</b>	\$ _____	<b>360 Trips (Monday – Friday)</b>	\$ _____	<b>450 Trips (Monday – Friday)</b>	\$ _____
<b>TOTAL(S)</b>				\$ _____		\$ _____

**B.4.5 Option Year 3**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Per Trip Cost)	Minimum Quantity	Minimum Total Price (per trip cost x min. qty.)	Maximum Quantity	Maximum Total price (per trip cost x max. qty.)
3001	<b>Morning: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
3002	<b>Afternoon: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
3003	<b>2-Point Pickup Trip</b>	\$ _____	<b>360 Trips (Monday – Friday)</b>	\$ _____	<b>450 Trips (Monday – Friday)</b>	\$ _____
<b>TOTAL(S)</b>				\$ _____		\$ _____

**B.4.6 Option Year 4**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Per Trip Cost)	Minimum Quantity	Minimum Total Price (per trip cost x min. qty.)	Maximum Quantity	Maximum Total price (per trip cost x max. qty.)
4001	<b>Morning: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
4002	<b>Afternoon: Pont A to Point B Trip</b>	\$ _____	<b>180 Trips (Monday – Friday)</b>	\$ _____	<b>225 Trips (Monday – Friday)</b>	\$ _____
4003	<b>2-Point Pickup Trip</b>	\$ _____	<b>360 Trips (Monday – Friday)</b>	\$ _____	<b>450 Trips (Monday – Friday)</b>	\$ _____
<b>TOTAL(S)</b>				\$ _____		\$ _____

**2. Section I.8 INSURANCE**

Delete Section I.8 in its entirety; **SUBSTITUTE:**

**Section I.8 INSURANCE**

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

(3)

performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if

applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$5,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors

Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$5,000,000 per occurrence limits; \$10,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor 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 Contractor's umbrella or excess liability policy or (ii) \$25,000,000 per occurrence and \$25,000,000 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.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. 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.**

- E. 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.

- F. 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.

- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Candace Butler  
Interim Chief Procurement Officer  
1200 First Street, NE, 9<sup>th</sup> Floor  
(202) 724-1501  
Candace.butler@dc.gov**

- The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- I. 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.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **ATTACHMENT B**

**The following are the answers to the questions submitted on solicitation GAGA-2018-R-0003: Swing Space Transportation:**

### **Question 1:**

Will the bidders receive notice of the ordering of qualified bidders prior to the award of the contract? For example, what company came in 1st preference, 2nd preference, 3rd preference, etc.?

**Answer:** Yes.

### **Question No. 2**

Will a 2 hour maximum per transfer from Point A to Point B be a sufficient amount of time to allocate for the quote?

**Answer:**

Limiting the maximum time to two hours creates a challenge when there is heavy traffic during the transit hours. If the two hour maximum is specific to the arrival time, loading time, transit time, unloading time, and departure, that is fine. The two hour maximum should not include the travel time from the terminal to the school and back to the terminal.

### **Question 3.**

Will the mileage from Point A to Point B be capped at no more than 10 miles?

**Answer.**

The one way trip from point A to point B should not exceed 10 miles. If there is any case where it does, we will apply a revised price per trip amount to accommodate the additional mileage and fees associated with the extended trip.

### **Question 4.**

Does the proposal have to be submitted electronically? If so, when? Reference page 41: L.3 Requirement for an electronic copy of proposals to be made available to the public.

**Answer.**

Redacted copies of the proposal must be submitted by e-mail attachment or flash drive for the sole purpose of when the District is required pursuant to the provision of applicable Freedom of Information Act (FOIA), in addition to the required to proposal submission as indicated in Section L.2. of the RFP.

### **Question No. 5**

What information can be redacted in the proposal?

**Answer:**

Our FOIA will redact all sensitive information according to applicable FOIA provisions, however the Contractor can mark pages, sections of the proposal as "confidential" to help ensure business practices are redacted.