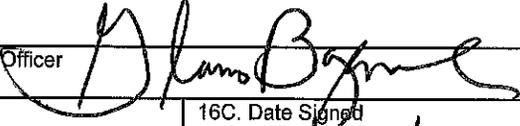


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number GAGA-2013-I-0046	Page of Pages 1 5	
2. Amendment/Modification Number M0003	3. Effective Date 08/14/2013	4. Requisition/Purchase Request No.	5. Solicitation Caption Title I School Choice Transportation Program (CHOICE)		
6. Issued by: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First St., NE, 11 th Floor Washington D. C 20002		Code	7. Administered By: (If other than line 6) District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First St., NE, 11 th Floor Washington D. C 20002 Rotimi Osunsan, Tel.: (202) 535-1377		
8. Name and Address of Contractor (No. street, city, county, state and zip code number) ALL PROSPECTIVE CONTRACTORS		9A. Amendment of Solicitation No. GAGA-2013-I-0046			
Code		Facility			
		9B. Dated (See Item 11) 08/14/2013			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <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) completing Items 8 and 15, and returning original and one (1) copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) 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 OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. 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.		19 DCMR Section 4362 and 4374			
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:					
X	D. Other (Specify type of modification and authority) Modification of the IFB Solicitation Advertised in the Washington Post published on 07/28/13, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Solicitation is hereby amended as follows: 1. Cover Page: Section 9. (SOLICITATION, OFFER, AND AWARD) Line 1, insert one (1) Line 2, Delete 16-Aug-13 and substitute 19-Aug-13					
The Acceptance date for the Bids has been extended from August 12, 2013 to August 19, 2013 no later than 12:00 Noon,					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Glorious Bazemore			
5B. Name of Contractor 		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				16C. Date Signed 8/14/13	
				(Signature of Contracting Officer) 	

2. Page 9, Section C.5.11.4: Add Section C.5.11.5: REQUIREMENTS

Add Section C.5.11.4

The Police and FBI Background Investigation Checks as specified above in Section C.5.11.4, shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10th Floor only. The contact for appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-1019; E-Mail address: Sandra.gliss@dc.gov. The process takes between three (3) and ten (ten) days. The selected Contractors must contact the Office of Security as soon as the selection has been made by DCPS/OCA and the selected Contractor has been official informed of its selection.

3. Page 12, Section C.5.23, add Section C.5.23.1 REQUIREMENTS

The prospective Contractor shall submit in writing with its Bid a BACK-UP Plan that would prevent any disruption in services in the event that any of the buses to be used in the performance of this contract experiences a break down.

**4. Page 14, Section G.2.1 INVOICE SUBMITTAL
Add Section G.2.1.1**

The Contractor shall also submit its invoices electronically to the office the Chief Operational Officer (COO): dcps.invoices@dc.gov , and the **Contract Administrator named in Section G.9.**

5. Page 35, Section I.8 INSURANCE

Delete Section I.8 in its entirety and substitute in its place:

Section I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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 \$2,000,000 per occurrence limits; \$5,000,000 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 \$2,000,000 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: \$1,000,000.00 per accident for injury; \$500,000 per employee for disease; and \$1,000,000.00 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000.00 per occurrence, including the District of Columbia as additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000.00 per occurrence for each wrongful act and \$2,000,000.00 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
7. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
8. 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; \$3,000,000 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.

9. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000.00 in coverage per incident and \$1,000,000.00 aggregate.

10. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Glorious Bazemore
District of Columbia Public Schools
Office of Contracts and Acquisition
1200 First Street, NE, 11th Floor
Washington DC 20002
Telephone No.: (202) 442-5112
Facsimile No.: (202) 442-5634/5093
E-mail address: glorious.bazemore@dc.gov.

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

6. Page 43, Section L.1.3

Delete: Answers will be posted on the OCP website at www.ocp.dc.gov.
Substitute: Answers will be posted on the DCPS website at dcps.dc.gov.

7. Page 44, Section L.4, BID SUBMISSION DATE AND TIME

Delete in its entirety and substitute:

Section L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted in hard copies no later than 12:00 Noon EST, Monday August 19, 2013.

8. Page 44, Section L.5 WITHDRAWAL OR MODIFICATION OF BIDS

Delete Section L.5 in its entirety and substitute:

Section L5 WITHDRAWAL OR MODIFICATION OF BIDS

A Bidder may modify or withdraw its Bid at any time upon written, facsimile transmission or e-mail at any time before the closing the closing date and time for receipts of Bids.

9. Page 45, Section L.9 BID PROTEST

Line three (3): Delete ten (10);
Substitute in its place: five (5)

ALL THE OTHER TERMS REMAIN THE SAME