

SOLICITATION, OFFER, AND AWARD			1. Caption Fleet Management and Maintenance Services		Page of Pages 1 99		
2. Contract Number		3. Solicitation Number DCFA-2007-R-0013		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 1/30/2007	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:			
7. Issued By: Office of Contracting and Procurement Bid Room Reeves Center 3rd Floor 2000 14th Street, NW Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room Reeves Center) 3rd Floor 2000 14th Street, NW Washington, DC 20009			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and _____ 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 2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC until 2:00 p.m. local time 15-Mar-07 (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Ronald W. Davis Jr.		B. Telephone (Area Code) (Number) (Ext) 202 671-2389		C. E-mail Address ronald.davis@dc.gov	
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OFFER							
within 90 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	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



SECTION B – SUPPLIES OR SERVICE AND COST

B.1 The objective of this contract is to provide a fleet management and maintenance operation for preventive maintenance and repair of the Metropolitan Police Department’s MPD fleet of vehicles and equipment and related responsibilities.

B.2 The District contemplates award of a performance-based firm-fixed-price incentive contract with a fixed target price for target services, with cost reimbursement component for all non-target services.

B.3 SERVICE/DESCRIPTION/PRICE

SCHEDULE

Contract Line Item No. (CLIN)	Item Description	Quantity	Target Price (2 years)	Non-Target Cost Ceiling
0001 Base Two Years	Provide a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the Department’s Fleet of Vehicles and Equipment and related responsibilities as specified in Section C.4.1 Target.	Schedule based on 1,600 estimated vehicles.		N/A
0002 Base Two Years	Provide Non-Target repairs such as accident and emergency repairs not related to ongoing and normal operations.	N/A	N/A	Not to exceed \$714,000.00 See G.10 Reimbursement of Direct Costs for Non-Target Services.

Contract Line Item No. (CLIN)	Item Description	Quantity	Target Price (Annual)	Non-Target Cost Ceiling
0001 Option Year 1	Provide a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the Department's Fleet of Vehicles and Equipment and related responsibilities as specified in Section C.4.1 Target.	Schedule based on 1,600 estimated vehicles.		N/A
0002 Option Year 1	Provide Non-Target repairs such as accident and emergency repairs not related to ongoing and normal operations.	N/A	N/A	Not to exceed \$714,000.00 See G.10 Reimbursement of Direct Costs for Non-Target Services.

Contract Line Item No. (CLIN)	Item Description	Quantity	Target Price (Annual)	Non-Target Cost Ceiling
0001 Option Year 2	Provide a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the Department's Fleet of Vehicles and Equipment and related responsibilities as specified in Section C.4.1 Target.	Schedule based on 1,600 estimated vehicles.		N/A
0002 Option Year 2	Provide Non-Target repairs such as accident and emergency repairs not related to ongoing and normal operations.	N/A	N/A	Not to exceed \$714,000.00 See G.10 Reimbursement of Direct Costs for Non-Target Services.

Contract Line Item No. (CLIN)	Item Description	Quantity	Target Price (Annual)	Non-Target Cost Ceiling
0001 Option Year 3	Provide a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the Department's Fleet of Vehicles and Equipment and related responsibilities as specified in Section C.4.1 Target.	Schedule based on 1,600 estimated vehicles.		N/A
0002 Option Year 3	Provide Non-Target repairs such as accident and emergency repairs not related to ongoing and normal operations.	N/A	N/A	Not to exceed \$714,000.00 See G.10 Reimbursement of Direct Costs for Non-Target Services.

Total Price: For Base Year and all Options, include only Target Prices. Do not include any cost figures from the last column entitled "Non-Target Cost Ceiling".

\$_____ (Target price only).

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The objective of this contract is to provide a fleet management and maintenance operation for preventive maintenance and repair of the Metropolitan Police Department's (MPD), fleet of vehicles and equipment, continue to manage the inventory for the MPD's fleet maintenance and repair, and to perform other functions routinely associated with the efficient management of the MPD's fleet. The scope of work assigned to this contract shall include but not be limited to the following services:

Preventive Maintenance (PM) Services	Glass Replacement
Vehicle or Equipment Safety and emissions Inspections	Accident/Paint/Body
Quick Fix Repair	Tire Chain Services
New Vehicle or Equipment and Disposal Preparation	Emergency Services
Waste Management	Tire Services
Vandalism and Vehicle or Equipment Abuse Repairs	Subcontractor Repairs
Parts Inventory Management and Services	Repairs/Overhauls
Vehicle or Equipment Emissions Service	Warranty and Recall Work
24 Hour Towing Services Vehicle Recovery Included	24-hour road services lockouts included

C.1.2 DEFINITIONS

- C.1.2.1 Accident: Paint & Body:** Repairs to sheet metal, body panels, or cosmetic repair on the vehicle or equipment, such as doors and bumpers requiring metal repair and paintwork, and requiring the repair to be performed by a Collision Repair contractor (Body Shop).
- C.1.2.2 Accident Repairs:** Repairs for vehicles or equipment, to be performed by a Collision Repair contractor (Body Shop).
- C.1.3.3 Approved Wrecked or Deadline Units:** Vehicles or equipment approved for dismantling purposes to reduce expenses, which are approved for replacement due to age or accident damage.
- C.1.2.4 Availability Base:** Percentage of vehicles or equipment available for use by MPD. The availability will be calculated by the Faster system by dividing the total number of out of service hours by the total number of available hours of the current fleet base. This calculation shall occur daily and monthly.
- C.1.2.5 Capital Acquisition:** Vehicles or equipment to be purchased by MPD according to the replacement schedule.
- C.1.2.6 Downtime:** Downtime shall mean the status of a vehicle or equipment listed in Attachment J.2.5, which is unavailable for use by the MPD due to a need for any type of repair, includes: warranty, accident, abuse, glass replacement or preventive maintenance work.
- C.1.2.7 State of Emergency:** An event declared by the Chief of Police or the Mayor to be a State of Emergency during which time a Contractor shall perform all services under the contract twenty-four (24) hours a day including weekends and holidays.
- C.1.2.8 Emergency Repairs:** Repairs and maintenance provided by the Contractor during emergency situations, performed only with approval from the MPD. Snow cables, directed work after normal business hours.
- C.1.2.9 Emergency Vehicles:** Vehicles equipped with lights, police radios and sirens or combination thereof.
- C.1.2.10 Fleet:** Fleet shall mean all of the vehicles and equipment listed in Attachment J.2.5.
- C.1.2.11 Fleet Assessment:** An inspection of the vehicles or equipment performed by the Contractor to identify mechanical deficiencies in the fleet.

- C.1.2.12 New Vehicle Preparation:** Performance of a list of tasks to equip the new vehicle(s) for service including but not limited to light bar, strobe lights, transport cage, striping, or other equipment approved or directed by MPD.
- C.1.2.13 Non-emergency Vehicles:** Vehicles not equipped with lights, police radios and sirens or combination thereof.
- C.1.2.14 Non Target Services:** Non-Target services are those services set forth in section C.7 through C.10.5.
- C.1.2.15 Payment Adjustment:** An adjustment in pay, that allows for increase or decrease in monthly fee, usually determined by percentage.
- C.1.2.16 Preventive Maintenance Services:** Service performed to reduce long-term expenses and to prolong the service life of the vehicle.
- C.1.2.17 Qualifications:** A quality or ability that makes one eligible.
- C.1.2.18 Repairs/Overhauls:** Services to render a vehicle or equipment operational.
- C.1.2.19 Rework:** User returns the vehicles/equipment that was serviced because the vehicle or equipment does not operate properly or the work performed was not done satisfactorily. Rework timeframe shall be within sixty (60) days from the completion of the original work.
- C.1.2.20 Routine Repairs:** Repairs performed in the normal service or maintenance of the fleet.
- C.1.2.21 Subcontractor Repairs:** Repairs performed by outside contractors, (glass replacement, transmission replacement, out of warranty units).
- C.1.2.22 Target Services:** Target services are those services set forth in sections C.4 through C.6.2.38.
- C.1.2.23 Vandalism and Abuse:** A negligent or intentional act by an individual causing damage to vehicle or equipment.
- C.1.2.24 Vehicles Emission Services:** Services performed to the federal emission components of the vehicle.
- C.1.2.25 Warranty & Recall Work:** Service required by the vehicle manufacturer's pertaining to safety, performed at no cost to the District. Ford and Chevrolet have approved the MPD shop for Warranty and Recall repairs to be performed in MPD shop.

- C.1.2.26 Work Areas:** The area where the contractor will perform maintenance repairs or work.
- C.1.2.27 Technicians :** are defined as any one performing a scheduled maintenance (PM –A through PM-D) or any type of repair to any vehicles or equipment owned or presented for service by MPD. (See sections C.6.2.7 through C.6.2.12).
- C.1.2.28 Acceptable Performance Standard:** The acceptable standard percentage where no reduction of the contract shall be taken or administered.
- C.1.2.29 Daily Overall Fleet Availability:** The percentage of the entire overall fleet total on a daily availability. Determined by the MPD computerized fleet management system (Faster FMIS) reporting daily.
- C.1.2.30 District Daily Marked Cruiser Availability:** The Daily availability, number or percentage of vehicles available for the District, of the vehicle classification Marked Cruiser.
- C.1.2.31 Class:** The vehicle type or classification (IE: MCruis, UCruis, SUV, MSuv)
- C.1.2.32 Individual District:** Singular identifiable District.
- C.1.2.33 Daily Overall Fleet Availability in Service Percentage:** In Service percentage is defined as the percentage of vehicles available to MPD for Daily use by the Department. Calculated by the number of out of service hours divided by the number of vehicles in the active fleet on a DAILY basis.
- C.1.2.34 Overall in Service Percentage:** Overall In Service percentage is defined as the percentage of vehicles available to MPD for Daily, Monthly or any specified time parameter for use by the Department. Calculated by the number of out of service hours divided by the number of vehicles in the active fleet for a specified duration of time (i.e. Monthly) basis.
- C.1.2.35 Totals Column:** The column where the total or in-service percentage is calculated.
- C.1.2.36 Report Customized:** The daily, monthly and yearly report that has been specifically designed by outline by MPD for departmental functionality. Report uses data from Faster FMIS and exports to a customized report outline.
- C.1.2.37 Preventive Maintenance Performance Standard:** The acceptable performance standard (percentage) where no reduction of the contract shall be taken or administered for the PM performance.

C.1.2.38 Rework/QA Performance Standard: The acceptable performance standard (percentage) where no reduction of the contract shall be taken or administered for the PM performance.

C.1.2.39 Facility: The building/site/garage for the repairs to be performed, a building or place that provides a particular service or is used for a particular industry. See section H.6.

C.1.2.40 MCRUIS: Abbreviated term for a Marked Police Cruiser, sedan (IE: currently a Crown Vic or Impala).

C.1.2.41 District Daily Market Cruisers Standard: The acceptable performance standard (percentage) where no reduction of the contract shall be taken or administered for the Districts Daily Marked Cruiser, percentage is defined as the in-service percentage of the specified vehicle type for Daily use by the Department.

C.1.2.42 District marked Cruiser Standard: The acceptable performance standard (percentage) where no reduction of the contract shall be taken or administered for the Districts Marked Cruiser Overall In Service percentage is defined as the percentage of vehicle's available to MPD for Daily, Monthly or any specified time parameter for use by the department. Calculated by the number of out of service hours divided by the number of vehicles in the active fleet for a specified duration of time (i.e. Monthly) basis.

C.2 BACKGROUND

C.2.1 MPD currently operates a total fleet of 1600 vehicles and equipment (see Attachment J.2.5 for subject list of vehicles and equipment). The Fleet Services Branch is responsible for all vehicles, equipment and operation management.

C.2.1.2 The maintenance of the fleet is currently performed at a new central maintenance garage facility located at 2175 West Virginia Avenue, N.E. within the District of Columbia. This approach to equipment maintenance is in effect for all MPD vehicles and equipment.

C.2.1.3 This Request for Proposal (RFP) is seeking to secure the services of an experienced Contractor to provide fleet management and maintenance services for the MPD.

C.2.1.4 The goals of this procurement are:

- Reduced overall fleet maintenance cost
- Improved vehicle and equipment availability

- Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets.
- Improved services offered to the units using fleet vehicles and equipment by professionalizing the total fleet function.
- Enhanced employment opportunities for District residents in a range of automotive technology occupations through incorporation of pre-apprenticeship and apprenticeship program components.

C.3 REQUIREMENTS

C.3.1 The Contractor shall:

- Manage the District's fleet preventive maintenance and repair operation.
- The Contractor shall purchase, stock and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet original equipment manufacturer's (OEM) specifications, and all non OEM parts shall be approved by MPD.
- Perform other functions routinely associated with the efficient management of the MPD's fleet.
- Establish a registered apprenticeship program for District residents in the automotive occupational area. The Contractor shall work in collaboration with the Department of Employment Services' Apprenticeship Information and Training (DOES/AIT) office to develop the required apprenticeship standards identifying specific apprenticeable occupations. The apprenticeship standards will delineate the terms and conditions for the selection, employment, and training of apprentices and include other required elements such as progressive wage rates, safety requirements, on-the-job and related training. The contractor will become an official apprenticeship sponsor upon approval of their proposed standards by the D.C. Apprenticeship Council. DOES/AIT staff will work in partnership with the contractor to conduct outreach and identify residents eligible and qualified for participation in the program. The Contractor shall employ these individuals as first-year automotive technology apprentices, initially earning above the District's living wage (See Living Wage Act attachment J.2.7). A workload analysis, conducted jointly by DOES/AIT and the contractor, will determine the program's slot level.

C.3.2 The Contractor shall provide scheduled preventive maintenance, automotive repairs, towing, parts inventory acquisition and management, tire repair and replacement, and other associated fleet management services required to ensure the continuity of effective and economical operation of the MPD's vehicles and equipment listed in Attachment J.2.5.

C.3.3 The Contractor shall furnish all necessary supervision, labor, parts, supplies and subcontract work required to maintain the fleet in a state of repair and service consistent with generally accepted industry fleet practices and as more

specifically defined in this RFP. In addition, the Contractor shall provide and maintain a permanent, detailed, automated record system for each vehicle or equipment and vehicle or equipment category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the MPD.

C.3.4 The Contractor shall partner with an organization identified by DOES to establish a pre-apprenticeship training program for those residents (adults and out-of-school youth), who demonstrate aptitude for apprenticeship, but require life skills training, case management, academic remediation, and on-the-job-training before transitioning to formal apprenticeship. Recruitment for the pre-apprenticeship program, which will be fully funded by DOES, will be conducted jointly by DOES/AIT and the Contractor.

C.3.5 The program curriculum will include on-the-job training and classroom-related instruction focusing on topics such as shop safety, customer relations, use of tools and equipment, and basic repairs. During the four to six month pre-apprenticeship training period, participants will earn the District's minimum wage. (See Living Wage Act, attachment J.2.7). After successful completion of the program, residents will then transition to the contractor's first-year apprenticeship program. Per participant cost for pre-apprenticeship will total approximately \$5,000.00 and fully funded by DOES. The slot level will be determined by the contractor's workload requirements.

C.4 TARGET SERVICES

C.4.1 Target services are those services set forth below in sections C.5 through C.6.2.38. All services designated as target services will be performed by the Contractor within the annual target price set forth in the contract. The District shall consider all services provided by the Contractor to be target services unless and until the COTR determines such services to be non-target services.

C.5 FACILITIES (Target)

C.5.1 Except as otherwise provided in this RFP, the Contractor shall perform preventive maintenance and other contract work at the facility located at 2175 West Virginia Avenue, N.E., Washington, D.C. This facility will remain the property of the District (See Section H.6).

C.5.2 The Contractor shall perform an environmental inspection of the facility within thirty (30) days of contract commencement. The Contractor shall report all results of the required environmental inspection to the Contracting Officer's Technical Representative (COTR).

C.5.3 The Contractor shall maintain District-owned equipment listed in Attachment J.2.5 used by the Contractor during vehicle or equipment maintenance,

including but not limited to compressors, lifts, service vehicles and testing equipment. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies, which includes the general care and cleaning of the offices, halls windows, and bathroom facilities. The above-mentioned routine facilities maintenance price shall be included in the target price. The Contractor shall maintain equipment used by the Contractor during vehicle or equipment maintenance, including but not limited to compressors, lifts, service vehicles and testing equipment. The Contractor shall conduct Monthly Facility Safety Inspections in accordance with OSHA standards to ensure a safe work environment. The Contractor shall include the report in the Monthly Reporting to MPD and the Contractor shall be responsible for replacement of such equipment at the end of its useful life as otherwise necessary.

- C.5.4** The Contractor shall keep the Facility in a clean and sanitary condition, Contractor further agrees not to destroy, deface, damage, impair, or remove any part of the facility. The Contractor shall be responsible for damage to the Facility caused by the Contractor.
- C.5.5** The Contractor shall operate the facility from 6:00 A.M. to 11:00 P.M., except District holidays. Vehicles and equipment shall be accepted for service during these hours of operation.
- C.5.6** The Contractor shall operate the facility every scheduled District Government workday. The Contractor shall not schedule PM's during District holidays. The Contractor may work on scheduled holidays, but must not expect delivery of vehicles or equipment scheduled for PM or other maintenance services.
- C.5.7** The Contractor may change the locks to the Facility, provided the District is given duplicate keys. The Contractor shall be responsible for any loss or damage to vehicles and equipment from acts of theft, burglary, or vandalism, while such vehicles and equipment are in the Contractor's care, custody, or control while at the Facility or off site. The Contracting Officer will determine responsibility. The Contractor shall maintain the security of the District's unmarked undercover vehicles in order to protect the identity of these vehicles. The District shall provide guidance to the Contractor regarding steps that must be taken to protect the identity of the unmarked vehicles.

C.6 PREVENTIVE MAINTENANCE (TARGET)

- C.6.1** The Contractor shall establish a preventive maintenance (PM) program for all vehicles and equipment that are the responsibility of the Contractor. The Contractor shall design the PM program to meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, or other specific warranties and recommendations. At a

minimum, the Contractor shall perform a preventive maintenance on each vehicle and equipment by the schedule below:

- C.6.1.1** Units/Cruisers: every 3,000 miles or (3) three months of service
Unmarked Units/Cruisers: every 4,000 miles or (4) four months
Service Equipment/Honda Scooters: every (6) months
Command Bus, Command Support Vehicles, Bomb Truck: every 4,000 miles or (4) months or refer to manufacturer's severe service schedule, whichever occurs first.
Harley-Davidson: 2,000 miles or 3 months, whichever occurs first.
- C.6.1.2** Service shall be provided by mileage or date, whichever occurs first, unless determined by the manufacturer to occur on a severe duty service (extended idle and/or low speed) schedule provided by the manufacturer.
- C.6.1.3** The Contractor shall complete all requirements of preventive maintenance, including all target services, within 48 hours. Synthetic oil must be used on all vehicles, **(Ford synthetic only)**.
- C.6.2** The PM work shall meet the following minimum requirements:

 - C.6.2.1** MPD's Fleet – Marked Patrol Units and Special Emergency Vehicles.
 - C.6.2.2** Inspection/PM Maintenance Sections (C.6 through C.6.1.3).
 - C.6.2.3** The tasks to be performed by the Contractor during the performance of PM-A, PM-C, inspections on marked units shall be identical to those performed on non-emergency cars with the following additions.
 - C.6.2.4** The Contractor shall check top-mounted light bar, shotgun rack, siren, emergency equipment, and repair or replace as necessary.
 - C.6.2.5** The Contractor shall check the tread for minimum tread of 5/32. **Replace the brakes if less than 50 percent of the disc pad/brake shoe service life is remaining and repair or replace as necessary.**
 - C.6.2.6** **PREVENTIVE MAINTENANCE – A INSPECTION (PM-A)**
 - C.6.2.7** The Contractor shall perform Items 1-20 every PM interval (**see service schedule**, whichever occurs first). The Contractor shall repair or replace faulty equipment as necessary. The Contractor shall check all vehicles submitted for PM services for any outstanding manufacture recalls and a printed copy shall be included in the maintenance file to ensure compliance.

1. **Safety Checklist:**

- a. Tires-record tread depth of all tires – a minimum of 3/32 tread depth shall be maintained (5/32 for emergency use vehicles). Replacement tires must comply with OEM specifications.
 - b. Lights – exterior and interior lights and gauges.
 - c. Windshield wipers.
 - d. Fluid levels: All
 - e. Battery and charging system; also clean terminals and check cables.
 - f. Heating/air-conditioning system
 - g. Exhaust system and exhaust hangers and clamps
 - h. Steering and suspension
 - i. Frame, cross members and body joints
 - j. Drive shaft/U-joints
 - k.. Horn
 - l. Exterior mirrors
 - m. Tires – rotate and check/adjust air pressure to manufacturer' s specifications, balance (as required);
 - n. Seatbelts inspect for proper operation.
2. Inspect critical components (hoses, belts) replace any worn or damaged components.
 3. Inspect vehicle or equipment appearance (look for body damage, rust, interior condition)
 4. Replace engine oil (**Full Ford synthetic only**) and oil filter
 5. Emission controls – service
 6. Brake inspection – record remaining life (replace worn, damaged or leaking components.)
 - a. Replace the brakes if less than 50 percent of the disc pad/brake shoe service life is remaining and repair or replace as necessary.

7. Cooling system (inspects, pressure test and service if needed)
8. Starter/charging system (perform starter/charging system test, repair or replace deficient components).
9. Inspect air cleaner element and replace, if needed.
10. Inspect fuel cap and replace, if needed.
11. Inspect PVC and replace, if needed
12. Inspect Transmission and replace fluid, if needed.
13. Inspect Clutch and replace, if needed.
14. Inspect Shock Absorbers and replace, if needed.
15. Inspect Radiator and replace, if needed.
16. Inspect Ball joints and replace, if needed.
17. Inspect Adler Arms and replace, if needed.
18. Inspect Tie Rods and replace, if needed.
19. As required, PM follow-up repair items:
 - a. Repairs
 - b. Align front end
 - c. Adjust headlight
 - d. Flush/Replace radiator coolant
 - e. Replace thermostat
 - f. Drain, refill, and adjust transmission
20. Replace fuel filter, 12 months or 15,000 miles. Contractor shall perform preventive maintenance on the following items.
 - a. Battery condition and cranking power – perform Diagnostic Test and record/retain printout in work order file.
 - b. Emissions
 - c. Air-conditioning Freon level adjust/replace as required.

- d. Coolant Service – Service includes flush and refill with Premium Ford Coolant anti-freeze, if required.
- e. Parking brake, service adjust as required.
- f. Battery condition and cranking power – perform Diagnostic Test and record/retain printout in work order file.
- g. Inspect sparkplugs, replace as required.

C.6.2.8 PREVENTIVE MAINTENANCE – C INSPECTION (PM-C)

C.6.2.8.1 The Contractor shall perform PM-C, every 30,000 miles or 24 months (whichever occurs first), replace as indicated below.

- 1. Perform PM-A,
- 2. Power Steering Fluid Flush and refill with premium power steering fluid
- 3. Brake Fluid; Flush and refill with premium brake fluid
- 4. Automatic transmission service: perform power flush with BG chemical, replace transmission fluid, includes inspection, and adjustments.
- 5. Air filter replace every 30,000 miles.
- 6. Replace differential fluid
- 7. Replace Sparkplugs (60,000 miles)
- 8. Replace PCV valve
- 9. Replace Coolant Service – Service includes power flush BG chemical and refill with Premium Ford Coolant, system inspection, pressure test and thermostat.

C.6.2.9 PREVENTIVE MAINTENANCE – (PM-B)

C.6.2.9.1 Required services are to be performed by mileage and date as established in the PM parameters for each respective manufacturer by MPD specifications. On receipt of a completed Vehicle/Equipment Repair Request (PD415) the Contractor shall generate a repair order within 15 minutes. Performance of preventive maintenance, including all target services (C.4) to subject vehicle or equipment is based on completion within 48 hours in accordance with C.4.1. Faster Customized Report 0008 (48 Hour PM Compliance Report) shall be used to determine vehicles compliance to the 48 hour completion requirement. The Overall PM Compliance percentage shall be determined by dividing the number of vehicles in Non-Compliance into the number of vehicles with the PM service completed for the month by equipment type. The Overall PM Performance percentage shall be determined from the 1st of the month to the last day of the month for reporting purposes. The report is available at any time for the Contractor to self monitor daily or weekly operational progress to ensure the monthly compliance standard is obtained. 94% of motorcycles, brought in for a PM service, including all target services,

shall have the PM service, including all target services, performed within forty-eight (48) hours of delivery.

C.6.2.9.2 MPD's Fleet – Motorcycle (See Attachment J.2.6 for PM schedules for motorcycles)

C.6.2.10 HARLEY –DAVIDSON PM-B

C.6.2.10.1 The Contractor shall perform PM-B service every 2,000 miles or 3 months, whichever occurs first.

C.6.2.11 PM-B – Sidecar Install/Removal-HARLEY – DAVIDSON

C.6.2.11.1 The Contractor shall perform PM-B Sidecar semi-annually, including side car installations and removals.

C.6.2.12 PM-B – HONDA REBEL (Scooter)

C.6.2.12.1 The Contractor shall perform PM-B semi-annually (Honda's only). The Contractor shall perform PM-B service every 2,000 miles or 6 months, whichever occurs first.

C.6.2.13 ROUTINE MAINTENANCE AND REPAIRS (TARGET)

C.6.2.13.1 The Contractor shall perform repairs as required; road test and correct deficiencies.

C.6.2.14 YEARLY MAINTENANCE AND INSPECTIONS (Target)

C.6.2.14.1 The Contractor shall inspect and transport vehicles and equipment to the DC Inspection Station on an annual basis or as required (ie: windshield replacements) to maintain MPD vehicles in accordance with Federal and District of Columbia requirements inspection related repairs shall be coordinated by the Contractor in the Maintenance Facility by properly authorized and trained technicians.

C.6.2.14.2 The Contractor shall perform other statutory inspections and tests that may be required by Federal or District laws.

C.6.2.15 NON-VEHICULAR EQUIPMENT (Target)

C.6.2.15.1 The Contractor shall maintain miscellaneous equipment with installed hour meters such as forklifts, certain fleet vehicles and motorcycle trailers in compliance with the OEM specifications.

C.6.2.16 INITIAL FLEET ASSESSMENT (Target)

C.6.2.16.1 Within six (6) months after the starting date of the contract, the Contractor shall perform a fleet assessment to correct and/or identify any deficient vehicles or equipment. Deficient vehicles or equipment are those identified as not meeting the safety standards as defined in the PM program or manufacturer's specifications.

C.6.2.16.2 Major failures such as engines, transmission or rear-end work, identified during this initial six-month period shall be considered target work, and, therefore, costs are to be included in the Contractor's proposed fixed price. Major component failures shall be considered target work.

C.6.2.17 PM SCHEDULING (Target)

C.6.2.17.1 The Contractor shall plan its activities so as to interfere as minimally as possible with the District's normally required work schedule. Therefore, the Contractor shall schedule vehicle and equipment PM service at times mutually agreed upon by the Contractor and the MPD. The Contractor shall develop and provide a monthly automated PM schedule to the MPD at least five (5) working days in advance of a schedule PM so that MPD may notify the vehicle or equipment user of the impending service at least three (3) working days in advance. The Contractor shall provide in writing and e-mail a PM schedule notification, referencing the MPD unit, date unit number, vehicle tag number, year make and model to the designated MPD unit representative and the MPD Fleet office. The designated MPD unit representatives, and the vehicle and equipment users will be responsible for keeping scheduled appointments for preventive maintenance.

C.6.2.18 MISSED PM SCHEDULING (Target)

C.6.2.18.1 By 10:00 am of each Monday the Contractor shall notify the MPD Fleet office through weekly reports of any missed PM's from the prior week. By close of business on Monday, MPD will send (e-mail) a detailed list of missed PM's to each police district that missed PM's. MPD must bring in for PM service any vehicle or equipment that missed that PM service within 10 calendar days. The timely performance of preventive maintenance is incumbent upon the Contractor for all vehicles and equipment. The missed PM's will be considered overdue, however these units will still retain the PM performance standards as outlined in section F.

C.6.2.19 TRANSPORTING VEHICLES FOR ANNUAL INSPECTION (Target)

C.6.2.19.1 The Contractor shall be responsible for transporting all vehicles submitted to the shop that requires a DC Inspection (any vehicle submitted to the shop with

an expired, expiring (within 30 days of the vehicle release date), shall be transported by the Contractor to and from the Department of Motor Vehicles Inspection Station currently located at South Capitol and Half Street, S.W.

C.6.2.20 REPAIRS (Target)

C.6.2.20.1 The Contractor shall make specific repairs to vehicles and equipment that are identified through PM, by users, by breakdown or malfunction and failed inspections. The Contractor shall make repairs to vehicles or equipment consistent with the age, mileage, maintenance history and cost to repair subject to approval of the COTR.

C.6.2.20.2 Priorities may vary by each police district. Priorities can change on a daily basis depending on emergency situations, work priorities and the availability of backup units. The Contractor shall be responsible for negotiating repair priorities with vehicle or equipment users and for meeting their expectations in this area. As a general guideline, the normal repair priorities are as follows:

- Primary Priority: Marked Emergency Vehicles, and /Specialized Equipment
- Secondary Priority: Unmarked Emergency Vehicles
- Tertiary Priority: Vehicles such as pick-up trucks, vans, etc.
- Quaternary Priority: All other vehicles, such as non-emergency vehicles.

C.6.2.20.3 Repairs estimated to exceed \$1000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the COTR. When equipment replacement appears to be more cost effective than repair, the Contractor shall present such recommendation in writing to the COTR.

C.6.2.21 ROAD CALLS (Target)

C.6.2.21.1 Contractor shall provide emergency road service calls, including towing service, for vehicles or equipment in the MPD's fleet 24 hours a day, 365 days a year. The Contractor shall respond to a call for towing service within 45 minutes of receiving the call with the appropriate towing equipment. Towing services are not complete until the subject vehicle or equipment is returned to service or secured at the Fleet Maintenance facility. The Contractor shall have persons on call to handle vehicle or equipment breakdowns. The Contractor shall have personal equipment or contracted tow companies available to respond to any tow call requirements, 24 hours per day 365 days a year. Whenever directed by the COTR, the Contractor shall tow any MPD-owned or leased vehicle or equipment requiring service. All towing service calls shall be recorded as such in the Fleet Management Information System (FMIS). The COTR is authorized under this contract to order the Contractor to cease using specific tow trucks in the performance of this contract

whenever the COTR determines in his sole discretion that a tow truck is unsafe. The prime contractor and towing Contractor's employees shall be subject to criminal background checks and pre-approval by the COTR. The criminal background information shall be submitted to the COTR ten (10) days after award is made.

C.6.2.22 QUICK-FIX (Target)

C.6.2.22.1 The Contractor shall provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle or equipment user chooses to wait for the service. The Contractor shall move vehicles or equipment under Quick Fix to primary priority for repairs. Quick fix repairs include but are not limited to fluid replenishing, windshield wiper service, and headlight replacement. Contractor shall not conduct PM's as a Quick Fix function.

C.6.2.23 TIRE SERVICES (Target)

C.6.2.23.1 The Contractor shall repair or replace all tires as required (including abuse) and provide tire chain installation and removal.

C.6.2.24 WARRANTY (Target)

C.6.2.24.1 The Contractor shall administer all warranties, both for vehicles or equipment and parts, associated with maintenance management of this fleet. Contractor shall seek authorization from various vehicle and equipment manufacturers to perform warranty work on MPD owned equipment. Should it become necessary for warranty work to be performed at a dealership, it shall be the responsibility of the Contractor to make the necessary arrangements. Warranty work not covered by the manufacturer shall be absorbed by the Contractor. The Contractor shall be certified by Ford and General Motors to do all warranty work in house. Should the Contractor not be certified at the time of award, Contractor shall be certified within six (6) months of contract award. The Contractor shall invoice MPD monthly, by a separate invoice for all warranty collections approved and paid by the manufacturer. The warranty submission invoice to MPD shall be reduced by 20% of the warranty collections paid by the manufacturer as a processing fee for the contractor to submit warranty claims for MPD. The contractor must abide by all policy and procedures outlined by the manufacturer for the warranty submission, collections and retention as required. The MPD facility is currently Ford and General Motors certified as an in house Warranty repair center.

C.6.2.24.2 The Contractor shall monitor the vehicle or equipment during its warranty period and ensure that the vehicle or equipment performs at maximum efficiency and meets all manufacturer's safety requirements, as well as preventing later costly ?out of warranty? repairs.

C.6.2.24.3 In addition to administering all manufacturer warranties, the Contractor shall warrant and guarantee the repairs performed on MPD vehicles or equipment in the following manner.

- a. Engine overhaul – Engine overhaul is defined as any rebuilt or replacement engine, whether long or short-block (12 months or 12,000 miles or the manufacturer’s warranty).
- b. Brake overhaul – Brake overhaul is defined as any replacement, by axle, of hydraulic parts including caliper, wheel cylinder, hoses, and/or master cylinder (if necessary) including pads or rotor. (12 months or 5,000 miles).
- c. Tune-up – 12 months or 5,000 miles.
- d. General Repair – General repair is defined as repairs to other parts, system, and components.

C.6.2.25 RE-WORK (Target)

C.6.2.25.1 The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle or equipment (re-work).

C.6.2.26 OUTSIDE REPAIRS (Target)

C.6.2.26.1 The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the MPD. The Contractor’s plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall be reviewed annually by the COTR and the Contractor to ensure that the outside repair versus in-house repair decision remains justified. All responsibility including but not limited to paperwork, invoicing, quality control, vehicle or equipment movement, vehicle or equipment security shall be that of the Contractor. Subcontractor invoices shall be accepted solely by the Contractor. MPD’s Fleet Manager shall have final determination on acceptable quality of repairs and reserves the right to recommend termination of sub-contractor selected by the Contractor based on the quality of services provided, and cost of repairs. Sub-contractor’s employees shall be subject to criminal background checks and pre-approval by the COTR and MPD Fleet Manager.

C.6.2.26.2 The Contractor shall be responsible for ensuring that all approved subcontractors have the same liability coverage as the Contractor.

C.6.2.27 VEHICLE PREPARATION AND DISPOSAL (Target)

C.6.2.27.1 The Contractor shall prepare approximately two hundred fifty (250) newly acquired vehicles or equipment for service within four (4) months of notification from the COTR. Preparation shall include, but may not be limited to, inspections, cleaning, decaling, fabrication and installation of specialized equipment as determined by the COTR or Fleet Manager, e.g. (light bar, prisoner transport cage, siren, computer or specialized equipment as required). The Contractor shall prepare and complete for service per day the following new vehicle and/or equipment; two (2) Marked Emergency Vehicles, and/or four (4) vehicles or equipment other than emergency vehicles (unmarked) per day commencing (2) workdays after notification by the COTR. The Contractor shall complete all MPD vehicle decal installation as required for all vehicles (including accident, Body Shop, mechanical Contractors or equipment update/graphic design changes of any MPD vehicle requiring decals, or identification change or correction.

C.6.2.27.2 The Contractor shall prepare for disposal approximately two hundred fifty (250) vehicles or equipment to be sold by the Department. Preparation shall include removal of tags, decals and special equipment to ensure the vehicle or equipment is in the best practical condition for auction or resale and other paper work as may be necessary.

C.6.2.27.3 The Contractor shall provide assistance with vehicle and equipment preparation and disposal within the target price.

C.6.2.27.4 The Contractor shall not remove any parts or components from vehicles or equipment awaiting auction without the written approval of COTR.

C.6.2.28 PARTS (Target)

C.6.2.28.1 The Contractor shall purchase, stock and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet original equipment manufacturer's (OEM) specifications.

C.6.2.28.2 All cost for parts and supplies necessary to maintain and repair vehicles or equipment shall be included in the Contractor's proposed firm-fixed price.

C.6.2.28.3 The Contractor shall identify on the work order for the appropriate assignment all parts the Contractor shall install on vehicles and equipment by part number and cost.

C.6.2.28.4 All parts supplies and parts Contractors shall be approved by the COTR.

C.6.2.28.5 All windshield washer fluid used shall contain "Rain X" for improved vision.

C.6.2.29 INVENTORY (Target)

C.6.2.29.1 The Contractor shall maintain ready access to an inventory of useable parts and supplies necessary to perform all services under this contract.

C.6.2.29.2 The Contractor shall maintain the parts inventory as part of the Contractor's target price which shall ensure that the parts meet the OEM minimum standards. The Contractor shall use the fleet management information system (FMIS) (Faster) to monitor the parts inventory and track parts usage on the Department's fleet. The electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked.

C.6.2.29.3 Separate reimbursement for parts shall be applicable to non-target services only and will be charged back to MPD on an as-used basis, at Contractor's net cost with no mark-up.

C.6.2.30 REPORTING (Target)

C.6.2.30.1 The following minimum requirements for reporting and record keeping shall be in effect for the term of the contract.

C.6.2.31 RECORDS (Target)

C.6.2.31.1 Upon prior notice from the COTR, the Contractor shall provide the COTR access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Contractor's fleet management and maintenance services for MPD, and shall provide to the COTR cost verification for work.

C.6.32 FILES (Target)

C.6.2.32.1 The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair MPD's fleet. The Service manuals and bulletins may be available on-line or by CD.

C.6.2.32.2 A hard copy history folder shall be maintained by the Contractor for each unit listed in Attachment J.9. This folder shall contain, in chronological order, all work orders generated on the vehicle or equipment. The folder shall also contain the vehicle or equipment make, model, year and serial number along with invoice information. Vehicle or equipment history will be supplied by the FMIS to the Contractor, or as designated by the COTR.

C.6.2.32.3 All electronic data stored in the FMIS shall be owned by the MPD and made available to the COTR at any time during the contract.

C.6.2.32.4 The Contractor shall generate a weekly report in hard copy for delivery to the COTR before noon each Monday. The weekly report shall be in memo format and shall include from the previous week's activity:

- a. A listing of vehicles or equipment not delivered for a scheduled PM service as of the end of the weekly reporting period. The listing shall include the assignee's name and department, vin, tag and date service was due.
- b. Repair activity and rework (reference section C.1.2.19).
- c. A vehicle status report on all vehicles or equipment out of service for more than 72 hours – 3 days.
- d. Number of work orders processed.
- e. Quality Assurance report; report shall identify failing vehicles by equipment number, repair order number and reason for failure.
- f. Summary Work Order with detailed cost figures for each vehicle or equipment repaired.
- g. Discovery or indication of abuse by the vehicle or equipment user in excess of normal wear and tear.
- h. Fleet availability and downtime (reference sections F.5).

C.6.2.33 MONTHLY REPORT (Target)

C.6.2.33.1 The Contractor shall provide a consolidated monthly management report in hard copy to be delivered to the COTR on or before the 10th calendar day of the month following the reporting period. The Reporting shall be performed by Faster FMIS system. The report shall include, but not be limited to:

- a. Failure/attainment in each performance area subject to reductions for that month.
- b. Costs for accidents and other items not included in target price.
- c. Number of shop orders, including detail summary by category (accident, service call, abuse, PM completed) by Faster FA0307 report.
- d. Listing of all scheduled PMs (per Weekly report), not completed during the month, listing must show all outstanding PM's as of the close of the monthly reporting period.

- e. Reason for downtime and total downtime, Faster report.
- f. Cumulative records of sub-contracted work, by contractor and expense, with LSDBE contractors identified for percentage of overall subcontracting requirement.
- g. Quality Assurance report; report shall identify failing vehicles by equipment number, repair order number and reason for failure, compiled from the weekly report into a monthly summary.
- h. Total parts cost, by Faster Report.
- i. Listing of all work orders processed, sorted by work order number and by department for the reporting period, including, labor, parts and sublet cost.
- j. Listing of all non-target work orders processed, by work order number and sublet cost.
- k. Percentage of fleet availability.
- l. Monthly Facility Safety Inspection (OSHA approved inspection form).

C.6.2.34 ANNUAL PERFORMANCE REPORT (Target)

C.6.2.34.1 The Contractor shall provide the COTR with a written annual performance report in hard copy, which summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report shall include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included. Offerors shall include as part of their proposals to the District, a copy of a sample annual performance report.

C.6.2.35 FLEET MANAGEMENT INFORMATION SYSTEM (Target)

C.6.2.35.1 The Fleet Management Information System (FMIS) currently used by MPD is Faster. The Faster system is supported by OCTO and DPW. The FMIS provider is subject to change during the duration of this contract or as required by MPD or OCTO.

C.6.2.35.2 The Contractor shall be required to use the Faster System. The Contractor shall follow all MPD policies and procedures of the Faster system. MPD shall operate the FMIS system in real time mode with immediate input of all labor, parts and subcontracting data and other information and data required by the MPD. MPD reserves the right to observe the Contractor's use of the FMIS system at anytime in order to insure compliance with established policies and procedures. All reporting and invoicing shall be based on the information stored in and provided by the Fleet Management Information System.

C.6.2.36 EXPERT CONSULTATION (Target)

C.6.2.36.1 The Contractor shall assist the MPD in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the MPD with inspections and

assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and recommend for the MPD's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

C.6.2.37 WASTE (Target)

C.6.2.37 The Contractor shall dispose of all trash and other wastes generated during the course of the contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current District and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor shall provide a written Hazard Communication Program at commencement of the contract. The program shall be updated yearly and provided to the COTR for the annual review. The Contractor shall be inspected annually for compliance for all District of Columbia, DOH, Federal or EPA regulations.

C.6.2.38 CUSTOMER SERVICE AND QUALITY CONTROL (Target)

C.6.2.38.1 The Contractor shall develop a Customer Service/Quality Control program at commencement of the contract that provides for customer input and feedback on an immediate and continuous basis. The program shall utilize any or all of the following quality control methods:

- a. Critique Cards
- b. User Meetings
- c. Progress Meeting with Fleet Manager and/or other
- d. Department Managers/Staff
- e. Annual Customer Satisfaction Surveys
- f. Formal Quality Control Program with inspections by certified Contractor staff

C.6.2.39 OUT OF SERVICE TIME

C.6.2.39.1 A repair order must be generated by the contractor when a vehicle or any type of equipment is brought to the garage for authorized repair work, or upon receipt of notification (phone call) that a vehicle or equipment requires towing to the garage for authorized repair work. The MPD form PD415 shall be used to generate the electronic repair order and shall be time stamped by the contractor upon receipt from MPD. An electronic repair order must be opened within 10 minutes of receipt of the PD415 or notification (by phone; tows). In the event this occurs after normal business hours, the repair order must be opened at the beginning of the next business day. Downtime status

shall begin upon the opening of the repair order and Downtime status ends when the repair order is completed and all repairs identified under Target and Non Target repairs are completed and the police district/unit to which the assigned vehicle or equipment is notified by the Contractor that the vehicle or equipment is available for service. Downtime status as determined by the Contracting Officer's Technical Representative (COTR) does not include MPD Quality Assurance Inspections (QA).

C.7 NON-TARGET SERVICES

C.7.1 Non-target services are those services set forth in section C.7.1 through C.10.5.1. All services designated as non-target services shall be performed by the Contractor through a subcontract and the District shall reimburse the Contractor for those direct invoiced costs incurred, in accordance with the procedures set forth in Section G.9, only after specific approval has been obtained from the COTR regarding the non-target nature of the services. The Contractor shall guarantee all work performed by the subcontractor. The COTR shall approve in advance and in writing all proposed subcontractors. The COTR shall have final decision on acceptable quality of repairs and reserves the rights to approve disqualify subcontractors selected by the Contractor based on quality of services provided and cost of repairs.

C.7.2 NON-TARGET REPAIR LIMITATIONS

C.7.2.1 All non-target repairs, exceeding one hundred dollars (\$100.00), shall require written notification and approval of the COTR, Fleet Director and Director of General Support Service Division prior to any repair or services being prepared or completed. The notification from the Contractor must be requested within 24 hours of vehicle arrival or discovery (identified by the note field in the FMIS system).

C.8.3 EMERGENCIES (Non-Target)

C.8.3.1 The Contractor shall mobilize the shop and provide repair and maintenance services after normal working hours for the duration of the declared emergency. Such service shall include adequate staffing to ensure continued vehicle or equipment operations at a level determined to be required and approved by the MPD. All costs incurred after normal working hours during a declared emergency are not to be included in the target price and shall require written notification and approval by MPD.

C.9.4 ACCIDENTS (Non-Target)

C.9.4.1 The Contractor shall be responsible for processing accident repairs, transportation of vehicle or equipment to and from repair site, repair quality

and timeliness, and shall be responsible for administration, including the payment of invoices. Accident repairs shall not be included in the target price.

C.10.5 GLASS REPLACEMENT/REPAIR (Non-Target)

C.10.5.1 The Contractor shall be responsible for subcontracting glass replacement or repairs. The Contractor shall bid the glass repair/replacement contract annually using "competitive procedures in procuring subcontracts for the purpose of competition to obtain best pricing and same day service from the Contractor. Contractors shall be required to provide same day repair/replacement service providing the contractor is contacted by fax or e-mail by 0800 hrs. Glass replacement and repairs shall not be included in the target price. The District shall approve the selected subcontractor.

C.11.6 STAFFING PROVISIONS

C.11.6.1 For all services under this contract, the Contractor shall be responsible for selecting personnel to perform the services to be provided hereunder. The Contractor shall represent that its principal owners, partners, corporate officers, and employees, do not have any past felony criminal convictions or pending criminal charges. The Contractor shall disclose all such convictions or pending criminal charges to the Contracting Officer and further agrees to disclose any future convictions or pending criminal charges. All employees of the Contractor's staff shall pass a criminal background check investigation and drug test prior to providing services pursuant to this agreement. The Contractor shall obtain final approval for all potential employees to be employed under this contract from the CORT. The Contractor shall provide the MPD Fleet Manager or the COTR with the name, criminal background results, position to be employed, required certifications for final approval before the potential employee may be hired or employed under this contract. The Contractor shall notify the COTR in writing immediately upon termination or resignation of any contract employee. The Contractor must establish a random drug testing/screening of all current employees, within ten (10) days of contract award. Random testing shall be conducted on a yearly basis for all employees and test results shall be included in the yearly review of the contractor's employee. The Contractor shall provide the above information as it relates to the officers, owners and partners along with its proposal. Information on employee shall be submitted prior to the start of the contract.

C.11.6.2 The Contractor agrees that the services provided under this agreement shall be provided by employees that are trained, experienced, Automotive Service Excellence (A.S.E.), and/or certified in all areas encompassed within their designated duties. Annually, the Contractor shall furnish the COTR any and all documentation, certifications, authorizations, licenses, permits, or

registrations required by applicable laws, statues, codes, ordinances, rules and regulations. Contractor shall further ensure that its Technicians and employees shall keep all licenses, permits, registrations, authorizations and certifications (A.S.E.) (minimum of 2 certified areas A1 thru 8) required by this agreement, applicable laws, statutes, codes, ordinances, rules, or regulations in force or effect during the term of this agreement. The Contractor shall provide MPD a report of all the Technicians and their ASE certifications bi-annually to ensure compliance to the ASE required standard.

- C.11.6.3** Any work performed by a non-certified A.S.E. repair technicians (helper) must be inspected by A.S.E. certified technicians before the vehicle is released from the service area. The Lead Tech shall assign a ASE Certified Technician to approve all (no exceptions) repairs performed by a Non Certified and/or helper. The approving certifying ASE Technician must sign onto the work order for the purpose of certification of the repair. Under no circumstances shall any repair performed by a non certified technician be released by the contractor without certification by a ASE technician. Helpers shall be limited to performing only the following tasks: walk around, lot inspection, vehicle identification (hats), jump-starts, tire replacement, tire balance, oil, filter and lube. The Contractor shall provide the COTR with written procedures to ensure compliance within ten (10) days of award. The ratio of non-certified repair technicians (helpers) to ASE certified technicians shall not exceed a 1 to 5 ratio. Within six (6) months after the commencement date of this contract, all of the Contractor's non certified technicians shall be certified in at least one (1) area of their designated duties and within one (1) year from the commencement date these technicians shall be certified in at least two (2) ASE areas (A1 thru 8). This contract shall consider all Non Certified Technicians, as helpers and the ratio shall not exceed 1 to every 5 ASE certified technicians. All of the Contractor's new hire technicians shall be required to have a minimum of two A.S.E. certifications (A1-8; T1-8) in automotive and or medium/heavy truck categories on the date of hire for the area to be employed. There shall be at least one A.S.E. Master certified technician (A1 thru 8) on each shift, and a minimum of one (1) truck certified technician in all ASE Truck categories (T1, T2, T3, T4, T5, T6, T7 and T8). The Contractor shall maintain the ASE Certified Blue Seal shop certification including Service Consultants (C6 and or Damage Analysis (B6) and Parts certification in a minimum of 2 of the 6 areas available thru ASE parts certifications.
- C.11.6.4** The Contractor's General Manager and Operations Manager shall have proven managerial experience managing and maintaining municipal fleets and/or fleets of similar composition.
- C.11.6.5** The District considers the following positions to be key personnel for the contract: General Manager, Operations Manager, Shop Supervisor and Lead

Technicians. All Lead Technicians and the Shop Supervisor shall be A.S.E. Master certified.

C.12.7 QUALITY ASSURANCE PROCEDURE STANDARDS

C.12.7.1 The Contractor shall establish a Quality Assurance (QA), Inspection program to ensure acceptable repairs are performed. The Contractor's QA inspectors shall be ASE certified in at least two (2) areas, Brakes (A-5) and Suspension/Steering (A-4). The contractor shall inspect a minimum of 50% of the vehicles completed (vehicle repair orders) or released from the service shop and 50% of the vehicles inspected must be for a PM service repair before presenting the vehicle or equipment to MPD for Inspection. The contractor's QA program shall establish a schedule to ensure all technician's repairs are inspected by the contractor's QA technician at a minimum of three times per week. (Example: Contractor completes 44 repair orders per day, a minimum of 22 repair orders (vehicles) shall be inspected and of the 22 vehicles to be inspected; 11 of the shall be for PM service repairs) Exclusion: Quick Fixes or flat tires. The MPD shall perform at random a final inspection and approve the quality of the work performed before releasing the vehicle or equipment back into the fleet. The vehicle's selected for QA by MPD shall be at random, and not limited/restricted to the vehicles inspected by the contractor's QA program. The Contractor shall follow all QA procedures required by the COTR. The Contractor shall establish the QA program within 10 days of the start of the contract, shall have written procedures and guidelines for bid proposal review. The contractor shall submit a sample QA with its proposal for review.

SECTION D: PACKAGING AND MARKING

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 November 2004, Attachment J1.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004. Attachment J.1.

INSPECTION OF WORK

The Contractor shall furnish the Contracting Officer's Technical Representative (COTR) with every opportunity to determine whether or not the work is performed in accordance with the requirements of the contract. The COTR may inspect the Contractor's operations and equipment, and the Contractor shall permit the COTR to make such inspections at any time and place.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 CONTRACT TYPE**

The District contemplates award of a performance-based firm-fixed-price incentive contract with a fixed target price for target services, with a cost reimbursement component for all non-target services.

F.2 DELIVERABLES

CLIN	Deliverable	Section	Page	Due
0001	Requirements	See Par C.3	11	30 days after award
0001	Environmental Inspection of Facility (target)	See Par C.5.2	12	30 days of contract commencement
0001	Initial Fleet Assessment (Target)	See Par C.6.2.16	19	6 months after starting date of contract.
0001	Facility safety Inspections	See Par C.5.3	12	30 days after contract award on a monthly basis.
0001	PM Scheduling (Target)	See Par C.6.2.17.1	19	30 days after contract award develop monthly PM scheduling.
0001	Missed PM Scheduling (Target)	See Par C.6.2.18.1	19	10:00 a.m of each Monday
0001	Road Calls (Target)	See Par C.6.2.21.1	20	365 days a year.
0001	Contractor Certification by Ford and GM (Target)	See Par C.6.2.24.1	21	Certification at time of award. If not certified 6 months of contract award.
0001	Weekly Report (Target)	See Par C.6.2.32.4	25	Weekly report submitted before noon each Monday.

0001	Monthly Report (Target)	See Par C.6.2.33.1	25	Monthly report submitted 10 calendar days of each Monday.
0001	Annual Performance Report (Target)	See Par C.6.2.34.1	26	Contractor shall provide report at end of the contract year.
0001	Establish a drug test program		30	10 days after contract award.
0001	Random drug testing/screening and criminal background check of all employees.	See Par C.11.6.1	30	Yearly basis
0001	Quality Assurance Procedure	See Par C.12.7.1	31	10 days after contract award.
0001	Subcontractors Compliance Report	See Par M.4.7	98	Contractor shall submit a subcontractors compliance report 21st of every month.

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.14.3 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, final payment to the Contractor may not be paid.

F.3 TERM OF CONTRACT

The term of the contract shall be for a period of two years from date of award specified on page one (1) of the contract.

F.3.1 OPTION PERIOD

F.3.1.1 The District may extend the term of this contract by exercising up to three (3) one-year, option periods.

F.3.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.2.1 The District may extend the term of this contract for a period of three one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall 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 the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.4 Performance Requirements Standards

F.4.1 General

F.4.1.1 The Metropolitan Police Department has established performance standards for vehicle and equipment maintenance as outlined in this Section. These standards shall correlate with a system of payment reductions for failing to meet these standards. Using the MPD's Fleet Management Information System (Faster) the Contractor shall calculate actual performance against standards on a monthly basis and invoice accordingly. The Contractor shall provide a monthly summary report for reductions to the COTR.

F.4.1.2 The District shall reduce payments to the Contractor for the target price if Contractor fails to meet the Acceptable Performance Standards set forth below. The District shall reduce the Contractor's monthly invoice for target services, up to fifteen percent (15%) for fleet availability, up to ten percent (10%) for scheduled preventive maintenance and up to ten percent (10%) for rework.

F.5 Fleet Availability

F.5.1 The District shall determine the fleet size as of the date of the award of the contract.

F.5.2 The District shall determine the fleet availability as follows:

F.5.3 Daily Overall Fleet Availability and District Daily Marked Cruiser Availability shall be determined by Faster, using the Customized Faster Report 0002 MPD Unit Availability Report. The Faster system shall calculate the downtime by dividing the total out of service hours (vehicles available) of the vehicles assigned to the fleet. The District Daily Marked Cruiser Availability shall be determined by Class (Mcruis) and by each individually District. The Daily Overall Fleet Availability In Service Percentage shall be determined by the Overall In Service Percentage column in the report Totals column of the report.

F.5.1.4 The Daily Overall Fleet Availability Reporting shall be completed daily, and the Fleet Availability Percentage shall be determined by Faster through the close of business of the prior day. The Daily Overall Fleet Availability In Service Percentage shall be determined by the Overall In Service Percentage column and the report Totals column of the daily report.

F.5.1.5 The District shall reduce payment to the Contractor as follows:

F.5.1.5.1 Daily Overall Fleet Availability Standard:

1. If the availability base is 96.00% and above, no reduction shall be taken;
2. If the availability base is 95.50% to less than 96.00%, the District shall reduce the Contractor's monthly payment by 3%.
3. If the availability base is 95.00% to less than 95.50%, the District shall reduce the Contractor's monthly payment by 5%.
4. If the availability base is less than 94.00% to less than 95.00%, the District shall reduce the Contractor's monthly payment by 7%.
5. If the availability base is less than 94.00%, the District shall reduce the Contractor's monthly payment by 10%.

F.6 District Daily Marked Cruisers Availability Standards

F.6.1 The District Marked Cruisers Standard shall be determined by the Unit Availability Report (UAR), and this report shall be utilized daily to report the individual Marked Cruiser In Service. The reporting shall be determined by the Faster System, by using the Customized Report #0002 in the Customized reporting feature. The Individual District In Service Percentage for the Marked Cruiser Standard, shall be determined on a daily basis by using the date parameters of the previous 24 hour reporting period and the reporting shall be determined by each individual Districts utilizing Marked Cruisers within the Metropolitan Police Department. This standard shall be specific to the reporting criteria of the daily report and is identified as Marked Cruiser (MCRUIS) designation in the report.

F.6.1.2 The District Marked Cruiser Standard shall not fall below 94.00% for no more than 2 consecutive workdays (for any District) or no more than 8 times (total occurrences permitted per month for reporting of all Districts Units) during the monthly reporting period or an additional 5% reduction in the Contractors monthly payment shall occur. The reporting criteria of the consecutive workdays and maximum occurrences penalty shall be determined by the Daily UAR report totals for each individual District's (MCRUIS) column of each daily report for the monthly reporting period. The daily reports shall be review to ensure compliance for this standard. The Daily Reports shall be prepared Monday thru Friday of each week, except for holidays.

1. If the number of occurrence's exceed more than 2 consecutive workdays (for any individual District) or more than 8 times, the District shall reduce the Contractor's monthly payment by an additional 5.0%;
2. If the number of occurrence's exceed more than 3 consecutive workdays (for any individual District) or more than 10 times, the District shall reduce the Contractor's monthly payment by an additional 7.0%;
3. If the number of occurrence's exceed more than 4 consecutive workdays (for any individual District) or more than 12 times, the District shall reduce the Contractor's monthly payment by an additional 10.0%;

F.6.1.2.1 District Daily Marked Cruisers Availability Standards

1. If the availability base is 94.00% and above, no reduction shall be taken;
2. If the availability base is 93.50% to less than 94.00%, the shall reduce the Contractor's monthly payment by 3%;
3. If the availability base is 93.00% to less than 93.50%, the District shall reduce the Contractor's monthly payment by 5%;
4. If the availability base is 92.50% to less than 93.00%, the District shall reduce the Contractor's monthly payment by 7%;
5. If the availability base is less than 92.50%, the District shall reduce the Contractor's monthly payment by 10%.

F.7 Preventive Maintenance Performance Standards

F.7.2 The reduction applies to vehicles or equipment that is brought to the facility for any type of required PM Service. Required services are services to be performed by mileage and date as established in the PM parameters. On receipt of a completed Vehicle/Equipment Repair Request (PD415) the Contractor shall generate a repair order within 15 minutes. Performance of preventive maintenance, including all target services (C.4) to subject vehicle or equipment is based on completion within 48 hours in accordance with C.4.1. Faster Customized Report 0008 (48 Hour PM Compliance Report) shall be used to determine vehicles compliance to the 48 hour completion requirement. The Overall PM Compliance percentage shall be determined by dividing the number of vehicles in Non-Compliance into the number of vehicles with the PM service completed for the month by equipment type. The Overall PM Performance percentage shall be determined from the 1st of the month to the last day of the month for reporting purposes. The report is available at any time for the Contractor to self monitor daily or weekly operational progress to ensure the monthly compliance standard is obtained.

F.7.2.1 90% of vehicles or equipment, excluding motorcycles, brought in for a PM service, including all target services, shall have the PM service, including all target services, performed within forty-eight (48) hours of delivery.

F.7.2.2 The District shall reduce payment to the Contractor as follows:

1. If the completed repair range is 90% and above, no reduction shall be taken;
2. If the completed repair range is 80% to less than 90%, the District shall reduce the Contractor's monthly payment by 3%;
3. If the completed repair range is 70% to less than 80%, the District shall reduce the Contractor's monthly payment by 5%.
4. If the completed repair range is 60% to less than 70%, the District shall reduce the Contractor's monthly payment by 7%;
5. If the completed repair range is less than 60%, the District shall reduce the Contractor's monthly payment by 10%;

F.8 Rework

F.8.1 User returns the vehicle or equipment that was serviced because the vehicle or equipment that was serviced does not operate properly or the work performed was not done satisfactorily. Rework timeframe shall be within sixty (60) days from the completion of the original work. MPD QA failed inspections shall be included in the Rework Standard for Safety related issues, PM standards (pm schedule) and or repairs listed on the PD 415 not performed.

F.8.1.1 Rework/Qa Performance Standard

97% of vehicles or equipment repairs shall not require rework. This shall include vehicles found by MPD while performing QA inspections on vehicles released by the contractor after completion of repairs.

F.8.1.2 The District shall reduce payment to the Contractor as follows:

1. If the quality of work is 97% and above, no reduction shall be taken;
2. If the quality of work is 96% to less than 97%, the District shall reduce the Contractor's monthly payment by 3%;
3. If the quality of work is 95% to less than 96%, the District shall reduce the Contractor's monthly payment by 5%;
4. If the quality of work is 94% to less than 95%, the District shall reduce the Contractor's monthly payment by 7%;
5. If the quality of work is less than 94%, the District shall reduce the Contractor's monthly payment by 10%.

F.9 Other Contract Remedies

F.9.1 In addition to these price reductions set forth in section F.5.1.4 through F.8.1.2, the District reserves the right to exercise any additional contract remedies provided for under this contract including default.

F.10 The Contractor shall submit to the District, as a deliverable, the reports as described in F.2 of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for target services (and for direct invoiced costs for non-target services), for supplies delivered and accepted and/or services performed and accepted, less any reductions for failing to meet the performance standards, allowances or adjustments provided for in this contract.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall invoice the Department in an amount equal to 1/12th of the annual target price for the preceding month's target services within two weeks of the beginning of the following month..

G.2.2 For the preceding month of services, the Contractor shall submit to the MPD two (2) invoices within two weeks of the beginning of the following month, which invoice shall be divided into the following two parts:

1. 1/12th the annual target price for the preceding month's target services.
2. The direct invoiced costs for non-target work incurred by the Contractor in the preceding month.

G.2.3 The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The District will be responsible for paying the remainder of each month's invoice when individual invoice line items are awaiting dispute resolution. Invoices shall include backup for all reimbursable items.

G.2.4 Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) the Contracting Officer's Technical Representative (COTR) specified in G.9 below. The address of the CFO is:

Name: Rosanne Etinoff, Director of Accounts Payable
Address: 300 Indiana Avenue, N.W. Room 4106068
Washington, D.C. 20001
Telephone: (202) 727-4317
Fax: (202) 727-4320

G.2.5 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.6 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.7 Contract number and invoice number;

G.2.8 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.9 Other supporting documentation or information, as required by the Contracting Officer;

G.2.10 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.11 Name, title, phone number of person preparing the invoice;

G.2.12 Name, title, phone number and mailing address of person (if different from the person identified in G.2.11 above) to be notified in the event of a defective invoice; and

G.2.13 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.3.5.

G.3.2 No final payment shall be made to the Contractor until the 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 METHOD OF PAYMENT

G.4.1 The District shall pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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.7 CONTRACTING OFFICER (CO)

G.7.1 Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Mr. James Roberts, Contracting Officer
Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Telephone: (202) 671-2200**

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Ricky Wall
Title: Fleet Supervisor
Agency: Metropolitan Police Department

Fleet Services Branch
Address: 2175 West Virginia Ave., N.E.
Telephone: (202) 576-5551

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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** **REIMBURSEMENT OF DIRECT COST FOR NON-TARGET SERVICES**
- G.10.1** The District will reimburse the Contractor only for direct costs incurred in subcontracting the non-target services to outside repair shops. That is, the District would reimburse Contractor only to the extent of the approved amount shall be invoiced.
- G.10.2** MPD will provide an appraiser for estimating repairs. The estimate will be forwarded to the proposed sub-contractor and would limit the District's liability for repairs done by the outside sub-contractor. Non-target services shall be subject to the COTR approval.
- G.10.3** The cost reimbursement ceiling is \$714,000 for the base year and each option year. The costs for performing the cost reimbursement component of this contract shall not exceed the cost reimbursement ceiling as set forth in the contract.
- G.10.4** The Contractor agrees to use its best efforts to perform the non-target work specified in this contract and to meet all obligations under non-target component of this contract within the cost reimbursement ceiling.
- G.10.5** The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of the non-target component of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.10.6** As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing the non-target component of this contract.

- G.10.7** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling for the non-target component of this contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination Clause of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing the non-target component of this contract.
- G.10.8** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any cost in excess of the cost reimbursement ceiling, whether such cost were incurred during the course of contract performance or as a result of termination.
- G.10.9** If the cost reimbursement ceiling for the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.10** A Change Order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling as set forth in the Contract, unless the Change Order specifically increases the cost reimbursement ceiling.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2104, Revision No.: 3, dated 11/07/2006, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.1 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.1.1 The key personnel specified in the contract are considered to be essential to work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

H.2.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.2.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.2.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposals, including those related to negotiating;
- c. Pricing of the contract, subcontract, or modifications; or
- d. Performance of the contract, subcontract or modification.

H.2.4 Comptroller General

H.2.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.2.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.2.5 Reports. If the Contractor is required to furnish cost, funding, or performance Reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

H.2.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.2 through H.2.6, for examination, audit, r reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.2.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.2.7, in all subcontracts under this contract that exceed the small purchase threshold of \$1000,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.2.5 clause.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor 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 CONFLICT OF INTEREST

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 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.

H.5 GOVERNMENT-FURNISHED PROPERTY

(a) The District shall deliver to the Contractor, at the time and locations stated in this contract, the Government-Furnished property described in the Schedule or specifications. If that property suitable for its intended use, is not delivered to the

Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-Furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) Reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provision of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of to the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government-furnished property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

H.6 GOVERNMENT FURNISHED FACILITY

H.6.1 Work will be performed at the facility located at 2175 West Virginia Avenue, N.E. Washington, D C. This facility will remain the property of the District.

H.6.2 The Department reserves the right to inspect all areas of the Facility at any given time. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the Department unless otherwise directed or permitted in writing by the Contracting Officer.

H.6.3 The Department shall also provide Department owned equipment, service vehicles, tools, manuals, and furniture located in the Fleet Maintenance Facility. All equipment added during the term of the Contract, and approved by the Department prior to acquisition, shall become the property of the Department. The cost of special equipment purchase or lease, including but not limited to floor

scrubber and equipment related to shop function if approved by the Department, shall not be included in the target price and will be billed to the MPD with the monthly invoice. The physical facility, office and shop equipment provided to the Contractor for the term of the contract shall be returned to the Department upon completion of the Contract in the same condition they were provided to the Contractor, except for normal wear and tear.

H.6.4 Between the date of contract award and the date the Contractor actually occupies office and shop equipment. The COTR and the Contractor shall repeat the inventory annually.

H.6.5 The Department will supply gas, water, and electricity at no cost to the Contractor. The facility will include telephones on the MPD network. Only long-distance phone calls associated with the management and maintenance of vehicles or equipment shall be included in the offeror's target price.

H.6.6 The physical facility will be maintained by the MPD, including repairs, Department of degraded conditions and the need for replacement or renovations. The Contractor shall not hold MPD or the District of Columbia liable for injury to persons or property caused by fire, theft, resulting from the operation of heating, air conditioning, or lighting apparatus, falling plaster, steam, gas, electricity, water, rain, or dampness, which may leak from or through any part of the facility, or pipes, appliances or plumbing, unless the need for such repairs are reported to the Department.

H.7 CONTRACTOR BENEFITS

H.7.1 The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees provided that the benefits offered will be comparable to or will exceed those offered by the District to its employees. The price shall be included as part of the target price.

H.8 WORKING CONDITIONS

H.8.1 In the performance of the contract, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the MPD, provided however, that such policies comply with applicable Federal or District laws.

H.9 JOB SAFETY COMPLIANCE

H.9.1 It shall be the responsibility of the Contractor to comply with all the provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety. At a minimum, Contractor will provide a written Safety Program, a "Lock out/Tag out" Program, a safety training

program for maintenance facility employees and maintenance technicians within thirty (30) days of the commencement of the contract.

H.9.2 It shall be the Contractor's responsibility to maintain throughout the contract period a safety and accident prevention program that meets requirements of Federal, District and local codes.

H.10 RESPONSE PROCEDURE

H.10.1 The Contractor shall respond to calls to the District's Communication Division Paging System within forty-five (45) minutes, twenty-four hours (24) hours per day, seven (7) days per week.

H.11 CONTRACTOR'S RELATIONSHIP TO THE DISTRICT

H.11.1 Contractor as Independent Contractor

H.11.1.1 It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the District. This contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

H.11.3 Subcontracting

H.11.3.1 The Contractor may subcontract services to be performed hereunder with the prior approval of the Contracting Officer, which shall not unreasonably withhold approval. No such approval shall be construed as making the District party of, or to, such subcontract, nor shall approval be construed as subjecting the District to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved subcontractors have achieved the same liability coverage as the Contractor. All sub contractors must be approved by MPD and may be subject to criminal background checks. MPD reserves the right to limit or deny any work to sub contractors.

H.12 WAY TO WORK AMENDMENT ACT OF 2006

H.12.1 Except as described in H.13.8 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.12.2** 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.12.3** 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.12.4** The Department of Employment Services 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.12.5** 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.7 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.12.6** 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.12.7** 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.12.8** 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 eminent threat to public health or safety declared by the Mayor;
 5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat 163; 26 U.S.C. §501 (c) (3));
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.12.9 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.13 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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.14 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.14.1 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.14.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) 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 Department of Employment Services (“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.14.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying 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.14.4 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.14.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.14.6.

H.14.6 The Contracting Officer may waive the provisions of section H.14.3 if the Contracting Officer 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 certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.14.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.14.5 and H.14.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.14.4 or whether a waiver of compliance pursuant to section H.14.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.14.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.14.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer 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 the contract any decision of the Contracting Officer pursuant to this section H.14.8.

H.14.9 The provisions of sections H.14.4 through H.14.8 do not apply to nonprofit organizations.

H.15 *HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES*

H.15.1 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.15.1.1 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.15.2 The Contractor shall negotiate an Employment Agreement with the 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.16 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.17 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the 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.18 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 program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.19 CHANGES IN THE SIZE OR COMPOSITION OF THE FLEET

Every twelve (12) months, the District shall equitably adjust the target price to correspond to increases or decreases in the fleet size if such changes are at least five (5%) higher or lower than the fleet size specified at the time of contract award date (Attachment J.9).

MPD and Contractor shall review the increases/decreases in the total fleet twelve (12) months after date of award of contract and every (twelve 12 months thereafter. In the event the total fleet increases or decreases by more than five percent (5%) of fleet size at date of award, the annual firm fixed price will be adjusted as follows:

The following is provided for illustrative purposes only:
Example only

Total Fleet @ 10/01/06 1600

Total Fleet @ 02/01/07 1700

Percentage Increase in $\frac{(1700-1600)}{1600} = 6.25\%$ (a percentage greater than 5%)

Since the increase in fleet size exceeds 5%, the District will adjust the Target Price as an equitable adjustment in accordance with the Changes Clause of the Standard Contract Provisions as follows:

Increase in fleet size of 5.0% or less no increase.

Increase in fleet size more than 5.1% and less than 10.0% - increase of 2.0% of the contract (Target amount).

Increase in fleet size more than 10.1% to less than 15% - increase of 4.0% of the contract (Target amount).

H.20 Environmentally Preferable Janitorial Products

H.20.1 Environmentally Preferable Product Goals

H.20.1.1 The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.20.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.20.2 Environmentally Preferable Janitorial Products

Janitorial products subject to the requirements of this clause include the following:

All-purpose Cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Class/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor wax/cleaner/finish

H.20.3 Prohibited Cleaning Products

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

H.20.4 Janitorial Product Health and Environmental Requirements

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

H.20.4.1 Skin and Eye Irritation

- (a) This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.
- (b) The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

H.20.4.2 Food Chain Exposure

- (a) This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.
- (b) The Contractor shall use products when the bioconcentration factor (BCF) measured are less than 1,000.

H.20.4.3 Air Pollution Potential

- (a) This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks.
- (b) The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

H.20.4.4 Fragrances

- (a) This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (a lemon odor).
- (b) The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

H.20.4.5 Dyes

- (a) This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.
- (b) The Contractor shall use products without dyes.

H.20.4.6 Minimizing Exposure to Concentrates

- (a) This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.

- (b) If possible, the Contractor shall use products that are not in a concentrated form.
- (c) If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.20.5 Product Safety

H.20.5.1 The Contractor shall be responsible for;

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

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 November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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 other wise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in

media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

1.8.2 Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.

1.8.3 Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.

1.8.4 Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, \$1000,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

1.8.5 Umbrella/Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.6 If District or non-District autos are being towed, serviced or repaired by Contractor, Garage Liability Insurance, \$1,000,000 combined single limit.

I.8.7 If District property is being transported, Motor Cargo Insurance with limits sufficient to cover the replacement cost.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 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 SCP.

I.11 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 Contracting Officer.

The award and enforceability of this contract is contingent upon Council Approval: In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Code 2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars.

I.12 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 Attachment J.2.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

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:

- I.13.2** Furnish phase-out, phase-in (transition) training; and
- I.13.3** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.13.4** The Contractor shall, upon the Contracting Officer's written notice:
- I.13.5** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.13.6** 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.13.7** 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.13.8** 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.13.9** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (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 COST-REIMBURSEMENT CONTRACTS

- I.14.1** If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

I.15 CANCELLATION CEILING

I.15.1 In the event of cancellation of the contract because of non-appropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of \$714,000.00 dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

SECTION J: LIST OF ATTACHMENTS

The following documents are incorporated in this contract by reference:

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, November 2004
- J.2** Wage Determination No. 2005-2104 Revision No. 3, dated 11/07/06
- J.2.2** E.E.O. Information and Mayor' s Order 85-85
- J.2.3** Tax Certification Affidavit
- J.2.4** First Source Employment Agreement
- J.2.5** Fleet listing of Vehicle' s and equipment
- J.2.6** Harley-Davidson PM-A, PM-B & PM-C Inspections.
- J.2.7** Living Wage Act of 2006
- J.2.8** Cost and Pricing Data
- J.2.9** Contractor Performance Evaluation

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.2 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

an individual

a joint venture, or

a corporation registered for business in

_____ (Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for

bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of

the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 44-1001.01 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____

Signature _____ Date _____

K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, " Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40)

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer
 - _____ The Offeror is a Regular Dealer.
 - _____ The Offeror is not a Regular Dealer.
- (d) Manufacturer
 - _____ The Offeror is a Manufacturer.
 - _____ The Offeror is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- _____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.
- _____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 2-303.16 that:
 - 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) 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 Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
- K.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

Certification

I, _____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and _____'s bid or proposal.

Signature of Bidder or Offeror

Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and (*five copies*) of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFA-2007-R-0013 (**Fleet Management and Maintenance Operation**)".

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.2.1 Technical Proposal

L.2.1.1 Technical Approach

L.2.1.2 The information requested in this section shall facilitate evaluation of the Offeror's technical approach in response to Section C – Requirements, and other sections of this RFP. The Offeror shall include an overall mission philosophy as it relates to developing and providing a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the MPD's fleet of vehicles and equipment and related responsibilities. At minimum, the offeror shall provide a written narrative detailing its technical and management strategy to include, but not limited to, the items or information as explained in detail in the various subsections of Section C.

L.2.1.3 The Offeror shall provide a statement of the offeror's understanding of the objectives and how these objectives may best be accomplished. The Offeror shall present the approach to providing the services specified in the RFP. This section shall describe the services to be provided, who will provide the services, how the services will be provided, and management systems the Contractor will use to support provision of services and accomplishment of performance objectives and standards. This section will include descriptions of the processes to be used to promote compliance with the PM program, schedule services to minimize disruption to the conduct of the MPD's business, establish priorities among competing demands, control the quality of services provided, track the work that is accomplished, and to otherwise accomplish MPD's objectives.

L.2.1.4 Key Personnel

L.2.1.4.1 The offeror shall set forth in its proposal, as determined in Section C.11.6, the following information:

- a. Key Personnel;
- b. The hours that each will devote to the contract provided in total and broken down by task;
- c. The names and reporting relationships of the key personnel whom the offeror will use to perform the work under the proposed contract;
- d. The qualifications/certifications of key personnel;
- e. An organizational chart showing the organization of key functions of the organization;
- f. List of the names and qualifications/certifications for staff members that are listed in Section C.11.6.5; and
- g. A job description of all proposed positions.

L.2.1.4.2 The District considers the following positions to be key personnel for this contract: General Manager, Operations Manager, Shop supervisor and Lead

technicians. All Lead Technicians and the Shop Supervisor shall be A.S.E. Master certified.

- L.2.1.4.3** The Offeror's proposal shall demonstrate the offeror's ability to obtain the required staffing.
- L.2.1.4.4** The Offeror's proposal shall demonstrate the plans for meeting the staffing requirements by providing an organizational chart showing the reporting relationship of the proposed organization.
- L.2.1.5** **Performance:**
- L.2.1.5.1** The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the management of MPD's fleet preventative maintenance and repair operation.
- L.2.1.5.2** The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.1.5.3** **References:** The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years.
- L.2.1.5.4** Past Performance Evaluation Form (Attachment J.2.9) shall be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.2.1.5.5** Past performance information shall be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The District shall focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance the Government may give consideration to the contracts which are relevant to the RFP.
- L.2.1.5.6** **Past Performance:** Evidence of experience within the past three (3) years of performing the required services. The Offeror shall submit the following information:

- Name of Contracting Organization and Contract Number
- Contract Type
- Total Contract Value
- Description of Requirements

L.2.2 Price Proposal

L.2.2.1 The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal. The Offeror's Price proposal will be evaluated separately from the technical proposal. The Offeror shall provide the information requested in Attachment J.7 Cost/Price Data Requirements. The requested information shall be submitted with the offeror's Price proposal.. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than *(Insert the time and date specified in Section A.9.)*. Proposals, modifications to proposals, 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 proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

Late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than (*14 calendar days*) prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (*14 calendar days*) before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, (Department of Public Works 2000 14th Street N.W. Washington, D.C. 20009), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting

Officer, (*Department of Public Works*) of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, (*Department of Public Works*) that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest

shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of request to:

James Roberts
Contracting Officer
2000 14 th Street N.W. 6th Floor
Washington, D.C. 20009
202-671-2200
James.Roberts@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary

license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within ten (10) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 ACCEPTANCE PERIOD

L.20.1 The offeror agrees that its offer remains valid for a period of 120 days from the solicitation closing date.

L.21 PRE-PROPOSAL CONFERENCE

L.21.1 A pre-proposal conference shall be held at 11:00 a.m. on February 16, 2007, at 2175 West Virginia Avenue, N.E., Washington, D.C. This conference shall include a tour of the District's existing maintenance facility. Prospective offerors shall 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 offerors must complete the Pre-proposal Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.

L.21.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective offerors who are listed on the official bidder's list as having received a copy of the solicitation. Answers shall be posted on the OCP website at www.ocp.dc.gov.

L.22 PENALTIES FOR MISREPRESENTATION

L.22.1 Any material misrepresentation on the sworn notarized Local Opportunity Commission Self-Certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

L.23 REPORTING

L.23.1 Offerors are asked to submit, as part of their proposals to the District, any additional reporting methodologies they would recommend enacting in the best interest of the MPD and the management of its fleet.

L.23.2 Offerors should include as part of their proposals to the District a copy of an example annual performance report.

L.24 FLEET MANAGEMENT INFORMATION SYSTEM

L.24.1 Offerors shall include in their Proposals to the District a complete description of the Contractor's Fleet Management Information System (CFMIS), including sample reports, hardware requirements, staffing plan to input and maintain CFMIS data, corporate CFMIS support programs and personnel, training and orientation programs, and system configuration. The District may, at its discretion, request a real-time demonstration of the Contractor's proposed fleet CFMIS, or visit the Contractor's other existing fleet management sites prior to contract award.

L.25 VEHICLE AND EQUIPMENT PREPARATION AND DISPOSAL

L.25.1 Offerors should describe in their Proposals, plans for assistance with vehicle and equipment preparation and disposal within the target costs.
(See Section C .6.2.28).

L.26 WASTE DISPOSAL

L.26.1 Offerors shall include in their proposals to the District a description of their qualifications to handle waste streams generated as a part of normal MPD fleet maintenance (See section C.6.2.28).

SECTION M – EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 The contract shall be awarded to the responsible offeror whose offer is most advantageous to the District, using as a guide the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the Contracting Officer in making an intelligent award decision using as a guide the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a subfactor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores shall be added together to determine the score for the factor level.

The following are descriptions of the different types of evaluation standards:

M.2.2.1 FACTOR: TECHNICAL EXPERTISE 0-50 POINTS

Description: This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in section C, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a. Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- b. Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational charts;
- c. Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;

- d. Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- e. Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- f. Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

M.2.2.2 FACTOR: TECHNICAL APPROACH 0-30 POINTS

Description: This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the offeror:

- a. Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
- b. Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and

recognizing and addressing potential issues associated with performing the service;

- c. Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rationale for the expected benefits to be derived from the features; and
- d. Provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

M.2.2.3

PAST PERFORMANCE

0-10 POINTS

Description: This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance.

The standard is met when:

- a. The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in Section C; and
- b. The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instruction and rating criteria on page 2 of the District's Past Performance Evaluation Form.

M.2.2.4

PRICE

0-20 POINTS

Description: The price evaluation shall be objective and based on Target Price only. The District shall evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score.

M.3 EVALUATION CRITERIA

M.3.1 Selection of Offeror for contract award shall be based on an evaluation of proposals using the following factors:

M.3.2 TECHNICAL CRITERIA TOTAL 0-80 POINTS

M.3.2.1 TECHNICAL APPROACH TOTAL 0-30 POINTS

a. Approach to meeting RFP requirements **0-20 POINTS**
Measured in terms of Offeror's proposed technical approach to meeting the requirements of the statement of work and satisfying the goals of the MPD. At a minimum the offeror shall demonstrate its technical and management strategy to include the following items or information, as explained in detail in various subsections of Section C:

1. Preventive Maintenance (PM) Program
2. Fleet Management Information System
3. PM Scheduling
4. Reporting Methodologies
5. Vehicle and Equipment Preparation and Disposal
6. Waste Disposal

b. Knowledge of Technical Requirements **0-10 POINTS**
Measured as the Offeror's understanding of the issues to be addressed in this project and a demonstrated understanding of the nature and scope of the services required.

M.3.2.2 TECHNICAL EXPERTISE TOTAL 0-50 POINTS

a. Experience in Requirements **0-30 POINTS**
Measured in terms of Offeror's experience in fleet management and maintenance for city or county clients, qualifications and experience technical skills, and managerial ability of key management staff that shall be assigned to this project. The information requested in this section shall facilitate evaluation of the Offeror's technical expertise.

b. Past Performance **0-10 POINTS**
Measured in terms of Offeror's past performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

Offeror's proven, successful experience converting in-house fleet maintenance and management to their own fleet management program. Measured in terms of the number of converted contracts and the quality of references for transition experience.

- c. **Qualifications of Key Personnel** **0-10 POINTS**
 Measured in terms of relevant experience of key personnel and their ability to execute the project. The evaluation shall include the Contractor's standards for technician qualifications and A.S.E. certifications, compensation plan, incentive systems, approach to training, effectiveness of staffing plan from initiation through transition to permanent staffing, appropriateness of skills mix, position qualifications and shift staffing for maintenance, extent of subcontracting, and quality of plan for transition and training of employees. Particular emphasis shall be given to the quality of references for the General Manager, and the review of the proposed General Manager's relevant training, education and experience in managing a large automotive vehicle operation in a public sector environment.

M.3 PRICE CRITERIA TOTAL 0-20 POINTS

M.3.1 The price evaluation shall be objective and based on Target Price only. The District shall evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal being evaluated}} \times \text{Number of price points in RFP} = \text{Evaluated Price Score}$$

M.3.2 PREFERENCE POINTS 0-12 POINTS

Small Business Enterprise	3
Resident Owned Business	3
Longtime Resident Business	10
Local Business Enterprise	2
Business Located in an Enterprise Zone	2
Disadvantage Business Enterprise	2

M.3.3 TOTAL 112 POINTS

**OPEN MARKET CLAUSES FOR PREFERENCES AND
SUBCONTRACTING REQUIREMENTS FOR NON-CONSTRUCTION
CONTRACTS (RFPs)**

**M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned
Businesses, Small Businesses, Longtime Resident Businesses, or Local
Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.4.1.1 At least 35% of the dollar volume shall be subcontracted to 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; or

M.4.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.4.1.1, 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.

M.4.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.4.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.4.2.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.4.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.4.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.4.2.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.4.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.4.3 **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 for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.4 **Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, 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.4.5 Vendor Submission for Preferences

M.4.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.4.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.4.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.5.2 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: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.6 Subcontracting Plan

Any prime contractor responding to this solicitation shall submit with its proposal a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.4.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.4.6.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.4.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

- M.4.6.4** 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;
- M.4.6.5** 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;
- M.4.6.6** 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;
- M.4.6.7** 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;
- M.4.6.8** 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
- M.4.6.9** 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.

M.4.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.4.7.1** The dollar amount of the contract or procurement;
- M.4.7.2** A brief description of the goods procured or the services contracted for;
- M.4.7.3** The name of the business enterprise from which the goods were procured or services contracted;
- M.4.7.4** Whether the subcontractors to the contract are certified business enterprises;

- M.4.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.4.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.4.1; and
- M.4.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.4.1.

M.4.8 Enforcement and Penalties for Breach of Subcontracting Plan

- M.4.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.4.8.2** In addition, the willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.