# SOLICITATION, OFFER, AND AWARD

| 1. Caption | Page of Pages | |
|---|---|---|
| School Buses | 1 | 25 |

| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
|---|---|---|---|---|
| | DCGO-2011-B-0153 | X Sealed Bid (IFB)<br>Sealed Proposals (RFP)<br>Sole Source<br>Human Care Agreements<br>Emergency | 8/9/11 | X Open<br>Set Aside<br>Open with Sub-Contracting Set Aside |

| 7. Issued By: | 8. Address Offer to: |
|---|---|
| Office of Contracting and Procurement<br>Transportation and Specialty Equipment Commodity Group<br>2000 14th Street, NW, 6th Floor<br>Washington, DC 20009 | Office of Contracting and Procurement<br>Transportation and Specialty Equipment Commodity Group<br>2000 14th Street, NW, 3rd Floor<br>Washington, DC 20009 |

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

## SOLICITATION

9. Sealed offers in original and __1__ 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 bid counter located at ____2000 14th Street, NW, 3rd Floor, WDC 20009___ until ___2:00 pm___local time ___8/12/11_____.
(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 | B. Telephone (Area Code) | (Number) | (Ext) | C. E-mail Address |
|---|---|---|---|---|---|
| | Aaron Holland | 202 | 671-2293 | | Aaron.holland@dc.gov |

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## OFFER

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

| 13. Discount for Prompt Payment | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | ____ Calendar days % |
|---|---|---|---|---|

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

| 15A. Name and Address of Offeror | | 16. Name and Title of Person Authorized to Sign Offer/Contract |
|---|---|---|

| 15B. Telephone (Area Code) | (Number) | (Ext) | 15 C. Check if remittance address is different from above - Refer to Section G | 17. Signature | 18. Offer Date |
|---|---|---|---|---|---|
| | | | | | |

## AWARD (TO BE COMPLETED BY GOVERNMENT)

| 19. Accepted as to Items Numbered | 20. Amount | 21. Accounting and Appropriation |
|---|---|---|
| | | |

| 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 PRICE/COST

**B.1** The Office of Contracting and Procurement, on behalf of Office of the State Superintendent of Education (OSSE) is seeking a contractor to provide 2011 model year or newer, new Type A school buses with and without wheel chair lifts for purchase.

**B.2** The District contemplates award of one or more indefinite delivery/indefinite quantity (IDIQ) contract(s). Each Contract Line Item (CLIN) will be considered on an individual award basis. The District may make more than one award for each CLIN. For each CLIN, there is a minimum quantity of one (1) bus and a maximum of ten (10) buses. Bidders cannot bid on an "all or none" basis. The District may not award all CLINs in this solicitation.

**B.2.1** This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

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

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

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

## B.3 PRICE SCHEDULE

| Contract Line Item (CLIN) | Description | Unit Price | Minimum Quantity | **Minimum Total Price** (Unit price x minimum quantity) | Maximum Quantity | **Maximum Total Price** (Unit price x Maximum quantity) |
|---|---|---|---|---|---|---|
| 0001 | Type A School Bus, Fully Integrated, 23 passenger, 2 per seat 39 inch seat without wheel chair | | 1 | | 10 | |
| 0002 | Type A School Bus, Fully Integrated,23 | | 1 | | 10 | |

| Contract Line Item (CLIN) | Description | Unit Price | Minimum Quantity | **Minimum Total Price** (Unit price x minimum quantity) | Maximum Quantity | **Maximum Total Price** (Unit price x Maximum quantity) |
|---|---|---|---|---|---|---|
| | passenger 2 per seat, 39 inch seat with wheelchair lift | | | | | |
| 0003 | Type A School Bus, Partially Integrated,23 passenger, 2 per seat 39 inch seat without wheel chair | | 1 | | 10 | |
| 0004 | Type A School Bus, Partially Integrated ,23 passenger 2 per seat, 39 inch seat with wheelchair lift | | 1 | | 10 | |

## SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Office of Contracting and Procurement, on behalf of Office of the State Superintendent of Education (OSSE) is seeking a contractor to provide 2011 model year or newer, new Type A school buses with and without wheel chair lifts for purchase.

### C.1.1 DEFINITION

**School Bus –** a passenger motor vehicle, that meets Federal Motor Vehicle Safety Standards and regulations, designed to carry a driver and more than 10 passengers and is used to transport students to or from school.

**Type A School Bus Fully Integrated –** A school bus with an integrated body and chasis and engine from the same manufacturer with a left side driver's door, with a 23 passenger 2 per seat 39 inch seat.

**Type A School Bus Partially Integrated –** A school bus with any two (body, chassis, engine) from the same manufacturer with a left side driver's door, with a 23 passenger 2 per seat 39 inch seat.

### C.2 BACKGROUND

The OSSE Division of Transportation (DOT) is required to provide safe and appropriate transportation services to students with disabilities, in accordance with the Individuals

with Disabilities Education Act, other applicable federal law, local law.

## C.3 REQUIREMENTS

C.3.1 The contractor shall provide yellow Type A school buses which, at a minimum, meet the following requirements in addition to other specifications in Attachment J.2:

1) Diesel engine and transmission in good condition, i.e. not having major defects and having manufacturer's warranty of at least 3 years remaining.
2) Dual rear-wheel drive
3) Operational dashboard air conditioning
4) Operational lights, eight ways, and stop signs
5) Seats in good condition
6) No major body damage or rust or both, apart from minor dents and dings.
7) If the bus is pre-owned it preventive maintenance must be current and the bus will pass DC brake and safety inspection. If the bus fails DC inspection the contractor is responsible for all repairs necessary to pass re-inspection

C.3.2 The contractor shall provide buses that comply with 49 US Code 30125 - School Buses and School Bus Equipment.

C.3.3 OSSE DOT will conduct a preliminary visual inspection prior to contract award.

C.3.4 The contractor shall meet the requirements of section C.3.1 and deliver the buses to OSSE DOT in the same condition as during the preliminary visual inspection. Failure to do so, will result in the vendors obligation to make the necessary repairs in order to satisfy the requirements in section C.3.1. The contractor shall deliver the buses no later than August 19, 2011.

C.3.5 The District will inspect the buses after arrival. If any bus fails state inspection, then the District will be responsible for the initial $250 for all repairs necessary in order for that bus to pass inspection. If the costs of repairs exceed $250, the parties will share costs equally.

C.3.6 The contractor shall be responsible for providing the bus titles and all necessary documentation in order to register the buses with the District of Columbia Department of Motor Vehicles.

## SECTION D : PACKAGING AND MARKING

Not Applicable

## SECTION E: INSPECTION AND ACCEPTANCE

**E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

## SECTION F: DELIVERIES OR PERFORMANCE

### F.1 TERM OF CONTRACT

The term of the contract shall be for a date of award through August 31, 2011.

### F.2 DELIVERY LOCATION

The contractor shall deliver the buses to:

Department of Public Works
Attn: Gregory Harrelson
1725 15th Street, N.E.
Washington, DC 20002
202-576-6786
48 hour delivery notice is required.

### F.3 DELIVERABLES

**F.3.1** The Contractor shall furnish a Manufacturer's Certificate of Origin to the Transportation Administrator, Division of Transportation - OSSE-DOT, indicating that each chassis is in accordance with the requirements detailed in Section C.3. This certificate shall be provided to the OSSE-DOT upon delivery of the buses.

**F.3.2** Any reports that are required pursuant to H.3.3 of the 51% District Residents New Hires Requirements and First Source Employment Agreement, are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment of the Contractor will not be paid.

## 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, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

## G.2 INVOICE SUBMITTAL

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

OSSE Accounts Payable
Office of the State Superintendent of Education
Division of Transportation
1709 3rd Street, NE Washington, DC 20002
-Or-
Via Email to: ossevendor.invoices@dc.gov

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** 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 PAYMENT

The District will pay the amount due the contractor under the contract after:

**G.4.1** Delivery and acceptance of buses; and

**G.4.2** 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.6.2.5 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS**

The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

## G.7 CONTRACTING OFFICER (CO)

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:

**Gena Johnson**
**Contracting Officer**
**Office of Contracting and Procurement**
**2000 14th Street, N.W., 6th Floor**
**Washington, D.C. 20009**
**(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:

Greg Harrelson
Department of Public Works
Fleet Management Administration
1725 15th Street, N.E.
Washington, DC 20002
202-576-6786

**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.

# SECTION H: SPECIAL CONTRACT REQUIREMENTS

## H.1 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 subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

## H.2 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

**H.3.1** 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.3.2** 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.3.3** 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.3.4** 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.3.5** 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.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 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.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

## H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.4.1** 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.4.1.1** 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.4.2** 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.5 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.6 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.7 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (l983) *et seq*.

## SECTION I: CONTRACT CLAUSES

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

**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 otherwise stated herein.

## 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 coverages 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.

**I.8.1.1** Commercial General Liability Insurance, $1,000,000 limits per occurrence, District added as an additional insured.

**I.8.1.2** Automobile Liability Insurance, $1,000,000 per occurrence combined single limit.

**I.8.1.3** Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit disease.

**I.8.1.4** Umbrella/ Excess Liability Insurance, $5,000,000 limits per occurrence.

**I.8.1.5** If District or non-District autos are being towed, serviced or repaired by vendor, Garage Liability Insurance, $1,000,000 combined single limit.

**I.8.1.6** 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 $l,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.

# SECTION J: ATTACHMENTS

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

| Attachment Number | Document |
|---|---|
| **J.1** | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)<br>available at www.ocp.dc.gov click on "Solicitation Attachments" |
| **J.2** | Bus Specifications |
| **J.3** | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85<br>available at www.ocp.dc.gov click on "Solicitation Attachments" |

| Attachment Number | Document |
|---|---|
| **J.4** | Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" |
| **J.5** | Way to Work Amendment Act of 2006 - Living Wage Notice |
| **J.6** | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet |
| **J.7** | Tax Certification Affidavit |

## SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

### K.1 TYPE OF BUSINESS ORGANIZATION

**K.1.1** The bidder, 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.

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

an individual,
a joint venture, or
a corporation registered for business in
(Country)

### K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "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 bidder 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.

Bidder_____Date_____

Name_____Title_____

Signature_____

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

## K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

_____

_____

## K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory 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 bidder 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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

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

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder'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) 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 bidder's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2)
above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

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

**L.1.2** The District will evaluate each CLIN separately. The District may award more than one CLIN from this solicitation; however, the District may not award all CLINs in this solicitation. The District may make more than one award for each CLIN. For any CLIN awarded, the District will award the CLIN to the lowest responsive and responsible bidder or bidders if more than one award for the CLIN.

### L.2 PREPARATION AND SUBMISSION OF BIDS

**L.2.1** Bidders shall submit a signed original and two (2) copies. The District will accept an electronic submission as long as it contains a signature on the cover page as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCGO-2011-B-0153 School Buses.**

**L.2.2** The Bidders must submit a bid for both Pricing Scenarios listed in section B.4. Bids that fail to include pricing for both scenarios will be rejected as “non-responsive”. The bidder must indicate that the propsosed vehicles meet the specifications in C.2 and Attachment J.2

**L.2.3** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.4** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.5** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.6** Bidders must demonstrate that it meets the responsibility criteria in L.19 below.

### L.3 FAMILIARIZATION WITH CONDITIONS

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

## L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on the date as specified on page one of this solicitation.

## L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

## L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**b.** The bid 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 after receipt.

### L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

### L.6.3 Late Submissions

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

### L.6.4 Late Modifications

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

### L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

## L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

## L.8 ERRORS IN BIDS

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

## L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has questions relative to the solicitation, the prospective bidder shall submit the questions to the Contracting Officer in writing. The prospective bidder shall submit questions at least two (2) calendar days before the opening of bids. The District may not consider questions received less than two (2) calendar days before the date set for opening bids. The District will furnish promptly to all prospective bidders as an amendment to the solicitation, any information given a prospective bidder concerning the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. Oral communications shall not be binding.

## L.10 FAILURE TO RESPOND TO SOLICITATION

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contract Specialist, Department of Public Works, 2000 – 14th Street, NW , 6th Floor, Washington, D.C. 20009 , Telephone No. (202) 671-2200, by letter or postcard whether they want to receive future solicitations for similar requirements.

It is also requested that such recipients advise the Contract Specialist of the reason for not

submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## L.11 BID PROTESTS

Any actual or prospective bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or 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 this 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, DC 20004. The aggrieved person shall mail a copy of the protest to the Contracting Officer for the solicitation.

## L.12 SIGNING BIDS AND CERTIFICATIONS

L.12.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Bidder shall complete and sign all Representations, Certifications and acknowledgements as appropriate. Failure to do so may result in a bid rejection.

## L.13 ACKNOWLEDGMENT OF AMENDMENTS

**L.13.1** The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on Page 1, Section 14 of the solicitation; or

(c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

## L.14 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's closing date.

## L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

**L.15.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.15.2** The District of Columbia is required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.15.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

## L.16 GENERAL STANDARDS OF RESPONSIBILITY

**L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.16.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.16.8** If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be nonresponsible.

## SECTION M: EVALUATION FACTORS

### M.1. Preferences for Certified Business Enterprises

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

### M.1.1. Application of Preferences

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

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

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

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

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

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

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

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

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

**M.1.2 <u>Maximum Preference Awarded</u>**

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

**M.1.3 <u>Preferences for Certified Joint Ventures</u>**

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

**M.1.4 <u>Verification of Bidder's Certification as a Certified Business Enterprise</u>**

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

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

Department of Small and Local Business Development

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

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