

SOLICITATION, OFFER, AND AWARD			Snow Emergency Towing Services			Page of Pages 1 18						
2. Contract Number		3. Solicitation Number DCKA-2011-A-0057		4. Type of Solicitation <input checked="" type="checkbox"/> BPA <input type="checkbox"/> Negotiated Bid (RFP)		5. Date Issued January 13, 2011						
7. Issued By District Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, NW, 6th Floor Washington, DC 20009				Code _____				8. Address Offer To: District Department of Transportation ATTN: Deborah Bryant Office of Contracting & Procurement 2000 - 14th Street, N. W. , 6th Floor Washington, DC 20009				
NOTE: In sealed bid solicitations "offer" and Offeror" means "bid" and "bidder"												
BLANKET PURCHASE AGREEMENT												
_____ Completed responses to this invitation should be forwarded to the:												
The address on block no. 8 _____ until _____ local time _____ Indefinitely _____ (Hour) (Date)												
9. For Information Contact	A. Name Deborah Bryant			B. Telephone (No Collect Calls) (Area Code) 202 (Number) 671-2276 (Ext)			C. E-mail Address deborah.bryant@dc.gov					
OFFER												
10. In compliance with the above, the undersigned agrees, if this offer is accepted, to _____ furnish any or all items and/or services at the prices contained herein.												
11. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %			<input type="checkbox"/> 20 Calendar days %			<input type="checkbox"/> 30 Calendar days %			<input type="checkbox"/> _____ Calendar days %		
12. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				Amendment Number		Date		Amendment Number		Date		
				Cell Phone _____ Pager _____		14. Name and Title of Person Authorized to Sign Offer/Contract						
15. Telephone (Area Code) (Number) (Ext)			16. Check if remittance address is different from above - enter such address in schedule <input type="checkbox"/>			17. Signature			18. Offer Date			
AWARD (TO BE COMPLETED BY GOVERNMENT)												
19. Accepted as to Items Numbered				20. Amount								
								21. Submit Invoices Shown In (2 copies unless otherwise specified) <input checked="" type="checkbox"/>		Item		
22. Administered By Robert Marsili				Phone 202-671-2832		23. Payment Will be Made By DDOT/OCFO, 2000 14th St., N.W., 6th Floor, Washington, D.C. 20009				Phone 202-671-2300		
24. Name of Contracting Officer (Type or Print) Jerry M. Carter				25. Signature of Contracting Officer (District of Columbia)						26. Award Date		
 Government of the District of Columbia				Office of Contracting & Procurement				DC OCP 200 (7-99)				

NOTICE TO BIDDER

This is an {x} Open Market
{ } Small Business Enterprise Procurement.

CORRESPONDENCE INFORMATION

All correspondence should be addressed to the Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, at the address indicated on page 1.

POINT OF CONTACT

All inquiries regarding this BPA should be referred to Deborah Bryant, Contract Specialist, Telephone No. 202-671-2276.

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS
THE BIDDER REPRESENTS AND CERTIFIES THAT (Check or complete all boxes or blocks).**

1. DELIVERY:

Bidder agrees to deliver within ___ days of the purchase order unless otherwise specified in this invitation on page ____.

2. DISCOUNT:

The prompt payment discount in accordance with Clause 13 of the General Conditions shall be ___% for payment within ____ days.

3. SMALL BUSINESS ENTERPRISE BID:

If a Bidder has been issued a certificate of registration by the Local Business Opportunity Commission (LBOC), enter the number of such certificate, whether or not this is a small business set-aside market contract.

NOTE: Only LBOC certified firms are eligible for contracts placed in the small business set-aside market, under the provisions of the "The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1992"

Certificate Date _____
Certificate No. _____
Expiration Date _____

4. TYPE OF BUSINESS ORGANIZATION:

Bidder operates as _____ an individual, _____ a partnership, _____ a nonprofit organization, _____ a corporation, incorporated under the laws of the State of _____.

5. PAYMENT IDENTIFICATION NO:

Please list below applicable vendor information:

Federal Taxpayer ID _____

Legal Name of Entity
Assigned this Number _____

Street Address and/or _____
Mailing Address

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

PAYMENT UNDER TERMS OF ANY BPA RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAXPAYER ID.

INVITATION TO RESPOND
STATEMENT OF INTENT TO ESTABLISH
BLANKET PURCHASE AGREEMENTS

INVITATION NO: DCKA-2011-A-0240
CAPTION: Snow Emergency Towing Services

SECTION A: GENERAL REQUIREMENTS/CRITERIA FOR ACCEPTANCE

- A.1** The District of Columbia Government (District), District Department of Transportation (DDOT), Office of Contracting and Procurement (OCP) intends to execute a Blanket Purchase Agreement (BPA) for treatment to effectively reduce the production of fruit in female ginkgo street trees. Suppliers shall provide all equipment, personnel, supervision and transportation required to perform the services or deliver the commodities.
- A.1.1** Provide a copy of license to do business in the District.
- A.1.2** Provide copy of Local Business Opportunity Commission (LBOC) certification.
- A.1.3** Provide a copy of applicable licenses and/or industry certification necessary to perform the requirement.
- A.1.4** Submit Tax Certification Affidavit (Attachment I.3);
- A.1.5** If other than the manufacturer, the Supplier must submit with its response, either:
- A.1.5.1** A letter of commitment from the manufacturer which will assure the Supplier of a source of supply sufficient to satisfy the District's requirements for the agreement period, **OR**
- A.1.5.2** Evidence that the Supplier will have an uninterrupted source of supply from the manufacturer to satisfy the District's requirements for the agreement period.
- A.1.6** Provide a list of three (3) or more contracts/purchase agreements your organization has fulfilled in the past eighteen (18) months. This list shall include: 1) organization contracted with; 2) contact person, title and telephone number; 3) period of performance or delivery date; 4) supply and/or service delivered/performed.
- A.1.7** Price comparisons to determine reasonableness may be conducted for "like items" within a particular proposed schedule. Those prospective suppliers whose prices deemed fair and reasonable shall be awarded a BPA.
- A.1.8** Items A.1-A.1.7 above shall constitute a complete "qualification package". Any supplier not submitting all of the documentation required above may be deemed non-responsive. However, because award of BPA's will be based on competition within the responses, it is recommended that a supplier provide their best pricing.

- B.4** The contractor shall provide a list of all drivers, copies of valid motor vehicle license and a copy of recent driving record of each employee.
- B.5** The contractor's employees shall agree to the District of Columbia Government's policy of no smoking in the vehicle during their tour of duty.
- B.6** The contractor's employees shall agree to be drug and alcohol free and the company shall supply recent testing results by a bona fide drug testing company.
- B.7** For each event, the contractor's employees shall arrive at meeting location (1725 15th Street, N.E.) two (2) hours prior to beginning of tour of duty for a physical inspection of their vehicles.
- B.8** The contractor's contact personnel shall be available on a twenty-four (24) hour a day, seven (7) days a week basis during the period from November 1, 2010 through March 31, 2011.
- B.9** The contractor shall furnish and have ready and available for use all cranes that they list in this Blanket Purchase Agreement (BPA). Each of the contractor's trucks shall be not less than 1.5 ton capacity and be driven by an operator who has all the required permits, licenses and experience required to perform the towing work ordered.
- B.10** The contractor shall furnish all cranes with such motor oil, motor fuel, tires, tire chains (optional on tandem units with two drive axles) and other supplies and equipment necessary for the performance of the contractor's towing work. The contractor shall take such actions as may be necessary to ensure that its vehicle (s) and personnel comply with all applicable laws and regulations of the District of Columbia.
- B.11** The contractor shall furnish qualified and licensed crane operators. The contractor shall be required to remove and replace from towing work any operator who is deemed by the contracting officer's technical representative or designee, to be incompetent, careless, insubordinate, or whose continued participation is deemed to be contrary to the public interest. The contractor must provide information about the qualifications of the drivers as requested by the contracting officer's technical representative.
- B.12** **SNOW EMERGENCY TOWING:**
 - B.12.1** Within two working days from the execution of this agreement, the contractor shall provide written notification to the technical representative of the name and telephone number(s) of the person(s) authorized by the contractor to receive on behalf of the contractor, the instructions of the contract officer's technical representative or designee, for the ordering of snow emergency towing mobilization, standby and work. The contractor must ensure that the instructions transmitted by the contracting officer's technical representative or designee, are immediately transmitted to the appropriate personnel.
 - B.12.2** The contractor's contact personnel must be available on a twenty-four (24) hours a day, seven (7) days a week basis during the period from November 1, 2010 through March 31, 2011.
 - B.12.3** The contractor shall also maintain telephone service used by said individuals, so that it is operational during the above times and periods.
 - B.12.4** When snow fall reaches or is predicted to reach a 2 inch depth or more on the District's roadways or when snow falls with an accumulation on the road-ways and the extended forecast is for freezing temperatures, a snow emergency may be declared by the District Department of Transportation (DDOT). The contracting officer's technical representative or designee is authorized to order contract snow towing operations during snow emergencies.
 - B.12.5** When a snow towing operation is ordered, the contractor will be instructed to mobilize at 1725 15th Street, N.E. This location may be changed at the discretion of the District.

B.13 MOBILIZATION AND STANDBY:

- B.13.1** The 'stand-by' period for contractors is that time necessary for the contractor to mobilize manpower and to promptly respond for active towing operations. In view of the time involved in responding to a mobilization order, a maximum of one hour is allowed to arrive at the site. When it is determined that contractors will be needed, the contracting officer's technical representative or designee shall notify the contractors and give them the precise time the snow emergency will commence.
- B.13.2** The contractor's operators shall be released by the Department of Public Works' (DPW) supervisor before leaving the mobilization site.
- B.13.3** The contractor's employees shall obey all orders and instructions issued by the contracting officer's technical representative or designee during mobilization towing operations.
- B.13.4** Towing operations will generally consist of relocating vehicles from snow emergency routes to non-snow emergency routes.
- B.13.5** A Parking Services employee will be assigned to each crane operator during mobilization and towing operations.
- B.13.6** Parking Services' employees will be responsible for issuing snow emergency citations on vehicles illegally parked on snow emergency routes during a declared snow emergency.

B.14 COMPENSATION FOR TOWING:

The contractor shall be compensated at the rate of \$65.00 per vehicle towed as directed by DPW.

B.15 BASIS OF AWARD:

Award of snow emergency towing contracts pursuant to this BPA will be made with consideration given to the following factors:

- B.15.1** Type and location of cranes available for snow towing operations; and
- B.15.2** experience in snow towing work.

B.16 EXPERIENCE:

Indicate and describe previous work performed. Include name, address and telephone number of site owner (s).

SECTION D: DELIVERIES OR PERFORMANCE

D.1 TERM OF AGREEMENT

The term of this agreement shall be for a period of one year from the date of award specified on page 1 of the BPA.

D.2 OPTION TO EXTEND THE TERM OF THE AGREEMENT

The District may extend the term of this BPA for a period of four (4), one (1) year option periods or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will 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.

D.2.2 If the District exercises this option, the extended BPA shall be considered to include this option provision.

D.2.3 The price for the option period shall be as specified in the BPA.

D.2.4 The total duration of this BPA, including the exercise of any options under this clause, shall not exceed five (5) years.

SECTION E: CONTRACT ADMINISTRATION

E.1 ORDERING INFORMATION

- E.1.1** The District is not obligated to order any products, goods, commodities or services as a result of this invitation or any subsequent BPA's awarded hereunder. All orders will be placed in accordance with the terms of the agreement. There is no limit to the number of orders that may be placed pursuant to this BPA.
- E.1.2** The supplier shall furnish to the District, when and if ordered, the supplies or services specified in the BPA. The District may issue orders requiring performance at multiple locations.
- E.1.3** Any order issued during the effective period of this agreement and not completed within that period shall be completed by the supplier within the time specified in the order. The agreement shall govern the Supplier's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.
- E.1.4** For any agreement which results from this invitation:
- E.1.5** The supplier will furnish supplies or services, if and when requested by the Contracting Officer during a specified period and within a stipulated total amount.
- E.1.6** The District is obligated only to the extent that authorized purchases are ordered under the BPA.
- E.1.7** The prices to the District shall be low or lower than those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- E.1.8** The dollar limitation for each resultant purchase under the BPA shall not exceed **\$100,000.00**.

E.2 INVOICES

- E.2.1** Invoices shall be prepared and submitted to the address identified on each Purchase Order in accordance with the instructions delineated in the Purchase Order.
- E.2.2** The format for the invoice shall, at a minimum, contain the following information:
 - E.2.2.1** The name of Supplier, billing address and telephone number:
 - E.2.2.2** The agreement number and purchase order number:
 - E.2.2.3** Delivery Date;
 - E.2.2.4** The unit price for each individual item/service and total dollar amount due; and
 - E.2.2.5** The itemized list of materials/services delivered, to include part numbers.

E.3 DELIVERY ORDER PROCEDURE (SUPPLIES)

- E.3.1** The District shall initiate procurements under this BPA by placing orders on an as needed basis. All ordering shall be accomplished by issuing a Purchase Order (PO) to the Supplier.
 - E.3.1.1** Description of item(s)
 - E.3.1.2** Name of Supplier
 - E.3.1.3** BPA Number
 - E.3.1.4** PO Encumbrance Number
 - E.3.1.5** Date
 - E.3.1.6** Quantity, unit price, and total price

E.3.1.7 Delivery schedule/destination

E.3.1.8 Point of Contact/address/phone number

E.3.1.9 Invoicing information

E.3.1.10 Funds Certification Date

E.4 TASK ORDER PROCEDURES (SERVICES)

E.4.1 Task Orders for services shall contain the following information:

E.4.1.1 Description of services to be performed

E.4.1.2 Name of Supplier

E.4.1.3 BPA Number

E.4.1.4 Encumbrance Date

E.4.1.5 Date

E.4.1.6 Total dollar amount of PO

E.4.1.7 Location of Service need

E.4.1.8 Point of Contact/address/phone number

E.4.1.9 Invoicing Information

E.4.1.10 Funds certification Date

E.5 ORDER OF PRECEDENCE

Any inconsistencies in the agreements that result from this invitation shall be resolved by giving precedence in the following order:

E.5.1 The Agreement

E.5.2 The Purchase Order

E.5.3 The Attachments to the Agreement

E.6 CONTRACT ADMINISTRATION

Contracting Officer: The Contracting Officer is the only District official authorized to contractually bind the District. The Contracting Officer, District Department of Transportation, 2000 14th Street, N.W., 6th floor, Washington, D.C. 20009, telephone number (202) 671-2270.

Contracting Administrator: The contract administrator is responsible for general administration of the contract, day to day operations and advising the Contracting Officer as to the contractor's compliance or noncompliance with the contract. The contract administrator is Keith Cross, telephone number (202) 541-6069, or his/her designee.

Contracting Officer's Technical Representative: The Contracting Officer's technical representative are responsible for daily monitoring and supervision of the contract; the Contracting Officer's acting technical representative are Mark Smith, telephone number (202) 645-8025 and Darlene Mungin, telephone number 541-6261, or her/his designee.

SECTION F: BPA SPECIAL CLAUSES

F.1 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the invitation shall be disclosed by the Contractor to anyone other than District Government officials, unless written approval is obtained in advance from the Contracting Officer.

F.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, is hereby incorporated and shall be applicable to the contacts resulting from this solicitation. Copies of each of the provisions mentioned in this paragraph can be acquired from the issuing office listed in this solicitation.

F.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to an employee of the District shall 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.

F.4 PRODUCT REMOVAL AND MODIFICATION

If any product delivered to the District requires modification, is removed or recalled by the Supplier or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the Supplier shall immediately notify the Agency Chief Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, 2000 14th Street, N.W., 6th floor, Washington, D.C. 20009, in writing, within five (5) days of the supplier's knowledge of recall or modification and provide two copies of the notification which shall include, but not be limited to the following:

- F.4.1** Complete item description and/or identification, order numbers from customer, and the agreement number assigned as a result of an award on this invitation.
- F.4.2** Reasons for modifications, removal or recall.
- F.4.3** Necessary instructions for return for credit, replacement or corrective action.
- F.4.4** Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product.

F.5 QUARTERLY REPORT

The Supplier shall furnish a quarterly report, by agency, itemizing the dollar value of all sales under the agreement during the preceding 3-month period, to include any partial month. The dollar value of a sale is the price invoiced by the supplier to the user for products and services on a BPA, as recorded by the Supplier. The report is due 30 days following the completion of the reporting period to the District of Columbia, Office of Contracting and Procurement at the address listed in Paragraph D.1 or as specified at the time of award.

F.6 WARRANTY

Unless specified otherwise in this agreement, the Supplier's standard commercial warranty as stated in the supplier's commercial price list, will apply to this agreement. In addition to the Supplier's standard commercial warranty, the Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement. Except as otherwise provided by an express or implied warranty, the Supplier will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

F.7 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance

broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
 - A. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
 - B. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above, will not in any way limit the contractor's liability under this contract..
 - C. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- E. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- F. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name of Contracting Officer
Address of Contracting Officer
Phone Number/E-mail Address

F.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination (No. 2005-2103, Revision No.10, dated June 15, 2010) issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment I.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.

F.11 WAY TO WORK AMENDMENT ACT OF 2006

- F.11.1** Except as described in F.7.2 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.
- F.11.2** 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.
- F.11.3** 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.
- F.11.4** 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.
- F.11.5** The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as I.8_ 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.
- F.11.6** 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.
- F.11.7** 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.*
- F.11.8** 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.

F.11.9 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.

SECTION G: EVALUATION FACTORS

G.1 EVALUATION OF OPTION YEARS

The District will 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 District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

G.2 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, the District shall apply preferences in evaluating bids or 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.

G.3 General References

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- G.3.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for 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;
- G.3.2** Five percent reduction in the bid price or the addition of three points on a 100-point scale for a resident owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- G.3.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- G.3.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- G.3.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- G.3.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

G.4 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- G.4.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- G.4.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- G.4.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- G.4.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

G.4.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

G.4.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

G.5 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 twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

G.6 Preferences for Certified Joint Venture

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.

G.7 Vendor Submission for Preferences

G.7.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

G.7.1.1 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

G.7.1.2 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.

G.7.1.3 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, DC 20001

G.7.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

SECTION H: INSTRUCTIONS TO BIDDERS

H.1 Any prospective Supplier desiring an explanation or interpretation of this invitation must request it in writing. Request should be directed to the individual identified below. Any information given to a prospective Supplier concerning an invitation will be furnished promptly to all other prospective Suppliers as an amendment to the invitation, if that information is necessary in submitting responses or if the lack of it would be prejudicial to any other prospective suppliers. Oral explanation or instructions given before the award of the agreement will not be binding. Written requests for explanation or information regarding this invitation must refer to the specific invitation number and be received five (5) days prior to submission date listed on page 1. All inquiries should be directed to:

Deborah Bryant, Contract Specialist
Department of Transportation
Office of Contracting and Procurement
2000 14th Street, NW, 6th floor
Washington, D.C. 20009
Telephone Number: (202) 671-2276
Facsimile Number: (202) 671-0664

H.2 The Supplier shall provide the agreement items through authorized Purchase Order (PO), issued by the District Government. Payment, billing and delivery information shall be established in the individual Purchase Order.

H.2.1 Orders placed pursuant to this BPA will be considered issued pursuant to full and open competition.

H.3 PACKAGING OF RESPONSES, RECEIPT OF RESPONSE AND RESPONSE DUE TIME

H.3.1 Each respondent shall securely seal in an envelope its response and other required documents. The supplier shall mark on the outside of the envelope the fact the envelope contains a response, the name of the supplier, the invitation number and the date of required submission of response. The Contracting Officer or designee shall be solely responsible for determining when the response due time arrives.

H.3.2 All responses to this invitation for Response shall be delivered to:

District Department of Transportation
Office of Contracting and Procurement
2000 14th Street, N.W., 6th floor
Washington, D.C. 20009

H.4 SUBMISSION OF RESPONSE TO INVITATION FOR RESPONSE

H.4.1 All responses to this Invitation for Response are due on as specified on page 1, by 2:00 p.m., local time.

H.5 SIGNING RESPONSES AND CERTIFICATIONS

H.5.1 Each response must show a full business address and telephone number of the supplier and **BE SIGNED BY THEIR PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the response or resulting agreement will be mailed to the address shown on the response in the absence of written instructions from the supplier or contractor to the contrary. Any response submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any response 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. Upon request, a supplier shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a response, the supplier shall submit to the contracting officer of the agent's authority to bind the supplier. Supplier shall complete and sign all documents required as part of their response. Failure to do so may result in a response being rejected.

H.6 PENALTIES FOR MISREPRESENTATIONS

H.6.1 Any material misrepresentation on the sworn notarized self-certification form could result in termination of the agreement, supplier's liability for civil and criminal action in accordance with the Act and other District laws and possible debarment.

H.7 ACKNOWLEDGEMENT OF AMENDMENTS

H.7.1 Suppliers shall acknowledge receipt of any amendments to this invitation (a) by signing and returning the amendment; or (b) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. A Supplier's failure to acknowledge an amendment may result in rejection of the offer.

H.8 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS

H.8.1 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this paragraph. Any bid received at the place designated in the solicitation after time and date set for receipt of bids shall be considered a "late" bid unless it was received prior to the contract award and either of the following applies:

H.8.2 It was sent by registered or certified mail not later than five (5) calendar days before the bid receipt date specified; or

H.8.3 It was sent by mail (or telegram if authorized) and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in BPA.

H.8.4 Any request for withdrawal or request for modification received after the time and date set for opening bids at the place designated for opening shall be considered late. 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 in the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

SECTION I: ATTACHMENTS

- I.1** The Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007
- I.2** Living Wage Notice
- I.3** Tax Certification
- I.4** U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010
- I.5** Parking Enforcement Management Administration's (PEMA) Report