

SOLICITATION, OFFER, AND AWARD		1. Caption Roll Off Truck			Page of Pages 1 48	
2. Contract Number	3. Solicitation Number DCKT-2007-B-0059	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 3/5/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement Bid Room Reeves Center 3rd Floor Room 327 2000 14th Street, NW Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room, Reeves Center, 3rd Floor, Room 327 2000 14th Street, NW Washington, DC 20009		
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"						

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC until 2:00 p.m. local time 9-Apr-07 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Ronald W. Davis Jr.		B. Telephone			C. E-mail Address ronald.davis@dc.gov
	(Area Code) 202	(Number) 671-2389	(Ext)			

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	31
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3	X	J	List of Attachments	34
x	D	Packaging and Marking	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	20	X	K	Representations, certifications and other statements of offerors	35
X	F	Deliveries or Performance	21				
X	G	Contract Administration Data	23	X	L	Instructions, conditions & notices to offerors	39
X	H	Special Contract Requirements	28	X	M	Evaluation factors for award	46

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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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	15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G	16. Name and Title of Person Authorized to Sign Offer/Contract	17. Signature	18. Offer Date
	(Area Code)	(Number)	(Ext)				

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of Department of Public Works (the District), is seeking a contractor to provide roll off trucks.

B.2 The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE

Contract Line Item Number (CLIN)	Supplies or Services	Quantity	Unit Price	Total Price
0001	Roll-off Truck cab over and chassis or equal. State Make and Model Offered _____	4	\$ _____	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Department of Public Works, Office of Contracting and Procurement (the District), is seeking a contractor to provide a roll off truck in accordance with the specifications enumerated herein.

The vehicles, components, assemblies and accessories to be delivered under this contract shall meet or exceed the requirements of these specifications. All chassis items shall be as represented in the chassis manufacturer's technical data book. Special bodies or mounted equipment shall be as represented in the body and equipment manufacturer's technical data. The chassis model furnished shall not be older than the chassis manufacturer's current model on the date of issuance of this solicitation. The vehicle shall comply with all Federal Motor Vehicles Safety Standards (FMVSS) Regulations applicable to the specified vehicle on the date of manufacture.

The contractor shall respond to each statement, where applicable, with a "yes or "no" answer as to whether the product will be supplied exactly as specified. If "no" is answered, the bidder shall explain precisely the equivalent intended to be supplied, reference the item number and attach the explanation to the bid. If "yes" or "no" are not provided, then the specifications are the stated minimum or maximum necessary to perform the work.

C.2 CONTRACT LINE ITEM (CLIN) 0001

Roll-off Truck, Peterbilt 357 Tandem Axle, Conventional Cab or equal.

State Make and Model Offered _____

The vehicle shall contain the following minimum/maximum features:

C.3. SAFETY EQUIPMENT

- 3.1 FIRST AID KIT SHALL BE JOHNSON & JOHNSON
MODEL 8161 OR EQUAL

(STATE MODEL OFFERED _____

C.4 CAPACITIES AND DIMENSIONS

- C.4.1** Fuel tank capacity, minimum 70 gallons (LH).

C.4.2 Certified G.V.W.R. 66000 lbs.

C.4.3 Maximum allowable weight:

C.4.3.1 Front axle: 20,000 lbs.

C.4.3.2 Rear axles: (tandem drive) 46,000 lbs.

C.5 ENGINE

C.5.1 Cummins, Model ISM or equal engine rated at 385 horsepower at 1900 RPM maximum, with a torque rating of 1450 lb. Ft. at 1200 RPM. The engine shall meet "50 State" emission requirements. The engine fuel system shall be the integrated electronic fuel system (ADEM 2000). Engine shall have all standard and specified components.

STATE MAKE AND MODEL OFFERED _____

C.5.2 EXCEPTION

C.5.3 The engine shall not be equipped with engine protective shutdown devices for high coolant temperature and low oil pressure and low coolant level, but shall have audible warning for the above.

C.5.4 Engine diagnostic plug and mount in an "easily" accessible area in cab. The exact mounting location shall be LH under dash.

C.5.5 JACOBS or equal engine brake with an ON/OFF control switch, which shall be located on the dash, and a three (3)-position selection switch located on dash.

STATE MAKE AND MODEL OFFERED _____

C.5.6 Heavy Duty Engine Mount package

C.5.7 Engine "HI-IDLE" switch, located on the dash, easily accessible to the driver. This switch shall be able to raise the engine RPM from idle to 1250 RPM. The engine "Cruise Control/PTO" selector switch is acceptable for this function.

C.6 COOLING SYSTEM

C.6.1 The cooling system shall be designed to maintain the engine at acceptable operating temperatures, per engine manufacturer's requirements regardless of ambient temperature. In addition, maintain acceptable operating temperatures while auxiliary air compressor is in operation.

C.6.2 Radiator

C.6.2.1 Radiator tie rod ends mounted to the engine.

C.6.2.2 Minimum of 1200 square inches

C.6.2.3 Provide a water filter, spin on type. "Fleetguard" or equal, with shut off valves.

STATE MAKE AND MODEL OFFERED_____

C.6.2.4 Silicone rubber hoses on all engine or related coolant lines

C.6.2.5 Engine block heater, immersion type, 110/120-volt, 1500 watt, located under door.

C.6.2.6 "HORTON" Drive master or equal air operated clutch fan assembly. The clutch fan assembly shall be designed to "lock-up" with the loss of air pressure. A control override switch shall be provided to put the fan in constant lock-up if desired.

STATE MAKE AND MODEL OFFERED_____

C.6.2.7 Nylon lightweight fan.

C.6.2.8 Bug screen, removable type.

C.6.2.9 Water shut-off valves for cab heater.

C.7 FUEL SYSTEM

C.7.1 The fuel system shall meet the engine manufacturer's recommendations.

C.7.2 Fuel tank shall be mounted on the right side of cab. Fuel tank shall not extend past the cab.

C.7.3 Fuel tank shall be polished aluminum material.

C.7.4 Fuel tank shall have a minimum capacity of sixty (60) gallons, or as large of capacity as possible for the space provided. **Must be equipped with E.J. Ward Cand-o-meter automated fueling system.**

C.7.5 Fuel tank shall have single draw and single return from top of tank.

C.7.6 Fuel tank drain fitting, with a flush mount drain plug.

C.7.7 Fuel tank sending unit shall be easily removable without removing fuel tank or cutting holes in body.

C.7.8 Fuel lines to and from tank shall be braided, flexible, non-collapsible lines with enough slack to allow tank to be moved, **so** lines can be disconnected if adequate space is not available.

C.7.9 Fuel filter water separator FLEETGUARD, MODEL FS 1000

STATE MAKE AND MODEL OFFERED _____

C.7.10 The engine manufacturer shall determine Fuel line size.

C.8 AIR CLEANER

C.8.1 Provide an analog type intake restriction gauge, filter minder, installed on dash panel. Sender location shall meet manufacturer's recommendations.

C.9 EXHAUST SYSTEM

C.9.1 The vehicle shall be equipped with **single horizontal 5" exhaust system, mounted on right side** meeting engine manufacturer's minimum backpressure requirements.

C.9.2 Dual five (5) inch chrome vertical exhaust, stacks, resilient cab mounted.

C.9.3 Sufficient air space and insulation so body paint and finish is not damaged by exhaust heat.

C.9.4 Heat shield around exhaust pipe if it passes by air intake piping behind engine.

C.9.5 Stainless steel flex tubing and clamps are not to be used to make bends exceeding 10 degrees.

C.9.6 **End** of exhaust pipe shall have **- 30°** chrome elbow turnout.

C.9.7 Stainless steel exhaust guards

C.10 TRANSMISSION

C.10.1 Provide an "Allison" RDS 4500-P (6SPD) Automatic Transmission. It shall be installed so the PTO's and pumps can be mounted without modifications to transmission or linkage. Transmission shall include Fuller oil cooler, filter and magnetic drain plug. Oil cooler shall be mounted on top of transmission with access for service.

STATE MAKE AND MODEL OFFERED _____

C.11 DRIVELINE AND UNIVERSAL JOINTS

C.11.1 Provide a "SPICER" 1810 or equal HD heavy-duty driveline with quick-change half-round cap and both type.

STATE MAKE AND MODEL OFFERED _____

C.12 REAR AXLES

C.12.1 DANA SPICER DSH44-44K, or equal with a minimum of 44,000 lbs., capacity. Rear axles shall have factory alignment. Rear axle shall be single speed, single reduction dual drive tandem axle, equipped with air operated **inter-axle divider** lock-out. Lock-out indicator light shall be installed on truck dash.

C.12.2 Rear axle spacing shall be 54 inches.

C.12.3 Each axle shall have a magnetic oil drain plug.

C.12.4 Each axle shall be equipped with a temperature-sending unit with gauge.

C.12.5 Both axles shall have oil seals.

C.12.6 Rear axles shall have a 4:11 or 4:33 gear ratio, with a top speed of 67 M.P.H. in direct drive, at engine governed R.P.M.

C.13 FRONT AXLE

C.13.1 Provide a "DANA SPICER" 20,000 LBS FA or equal front axle having a manufacturer's certified rating of not less than 20,000 lbs. capacity.

STATE MAKE AND MODEL OFFERED _____

C.13.2 Front axle turning radius shall be a maximum of 60 feet in either direction.

C.13.3 Zerk fittings on the tie rod ends king pins and draglink bail joints.

C.13.4 Front axle shall have oil seals.

STATE MAKE AND MODEL OFFERED _____

C.13.5 Front axle shall be set back a minimum of 47.0" from the front bumper.

C.14 SPRINGS-SUSPENSION SHOCK ABSORBERS

C.14.1 Front Axle- Front axle springs shall have a minimum rating of 20,000 lbs. capacity.

C.14.2 Front axle shall be equipped with tubular type shock absorbers.

C.14.3 Rear Axle- Rear axle suspension shall be "HENDRICKSON HMX 460" 46,000 lbs., capacity, or equal.

STATE MAKE AND MODEL OFFERED _____

C.14.4 Rear axle shall be equipped with tubular type shock absorbers.

C.15 FRAME

C.15.1 Frame shall be of double channel construction with minimum of 10-5/8" x 5/16" frame rails. Frame shall have a minimum of 110,000 PS.I. rating. Frame shall be reinforced (full insert) from the front bumper mount to the extreme rear of the frame.

C.15.2 Frame rails: no bolts through flanges.

C.16 FRONT BUMPER

C.16.1 Aluminum front bumper

C.16.2 Two removable front tow hooks or equal.

C.17 TIRES AND WHEELS

C.17.1 Front Axle- Two (2) ALCOA polished aluminum 22.5 x 12.25 HUB center mounted wheels.

C.17.2 Two (2) Bridgestone steel belted radial tires, 385/65R 22.5. Tread design shall be M844F.

C.17.3 Rear Axle- Eight (8) ALCOA steel (both sides) 22.5 x 8.25. 120 PSI rated, HUB center mounted wheels.

C.17.4 Eight (8) Bridgestone steel belted radial tires 11 R22.5, Tread design shall be M840.

C.17.5 Front and rear tire and wheel assemblies shall be balanced with "equal".

C.17.6 Chrome front wheel bearing dust covers and chrome lug nut covers on all wheels. Rear axle hubs shall have chrome hub covers.

C.18 BRAKES

C.18.1 The complete air brake system, inclusive of primary system, shall have twelve (12) times the volume of all service brake chambers (SAE J8 13). The complete air brake system shall meet or exceed federal standards.

C.18.2 Air System: Brake air compressor shall be a 18.7 CFM, Bendix or equal, water cooled engine oil lubricated with test valve.

STATE MAKE AND MODEL OFFERED _____

C.18.3 The air intake for the compressor shall be filtered fresh air, and shall have rapid air pressure build up.

C.18.4 Install a BENDIX AD-IP EP or equal air dryer or equal moisture. The air from the compressor shall go through the air dryer before going into the air tank.

STATE MAKE AND MODEL OFFER _____

STATE MAKE AND MODEL OFFER _____

C.18.5 Air tanks shall be mounted inside of frame. Air tanks not obstruct air compressor or hydraulic system for roll-off unit.

C.18.6 Primary "wet" air tank shall be a minimum of 1250 cubic inch capacity.

C.18.7 Primary air tank reservoirs shall have a minimum of 1750 cubic inch total capacity.

C.18.8 Secondary air tank reservoirs shall have a minimum of 1750 cubic inch total capacity.

C.18.9 Remote operated drain valve on primary air tank. Berg cable actuated valves are acceptable.

C.18.10 Manual drain valves on remaining air tanks.

C.18.11 All air tanks must have a manual pull cable for draining.

C.18.12 Automatic slack adjusters on front wheels.

STATE MAKE AND MODEL OFFERED _____

C.18.13 MGM "30" or equal service chambers on front axle.

STATE MAKE AND MODEL OFFERED _____

C.18.14 Dana Spicer 16.5" or equal S cam brakes, hubs and cast drums.

STATE MAKE AND MODEL OFFERED _____

C.18.15 1/4" female pipe thread test plugs on brake chambers.

C.18.16 Rear Brake Chambers and Brake: Rear brake chambers shall be properly engineered to meet fire service and wrecker needs.

C.18.17 Automatic slack adjusters on all rear wheels.

C.18.18 Dana Spicer or equal cam brakes 16.5" x 7" tandem, cast hubs and cast drums.

STATE MAKE AND MODEL OFFERED _____

C.18.19 Emergency and Parking Brake: Emergency and parking brake valve shall be located so that both driver and passenger can reach the parking brake valve.

C.19 STEERING

C.19.1 Power Steering

C.19.2 Provide a Shepard or equal integral power steering gear with right hand assist. The power steering pump shall be "VICKERS" or equal and shall be gear driven (no belts).

STATE MAKE AND MODEL OFFERED_____

C.19.3 Power steering reservoir of suitable size for the apparatus power steering system being provided. Power steering reservoir shall be mounted in engine compartment, at a convenient location for checking P/S fluid. Reservoir shall be frame mounted and shall include a cooler.

C.20 ELECTRICAL SYSTEM

C.20.1 Provide a 12-volt electrical system using the most current materials and techniques available to the industry. Wiring shall be stranded copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected.

C.20.2 Alternator to be brushless and 135 amp minimum. Wiring shall be color coded and numbered, throughout cab and chassis. Code over each conductor's battery cables shall be rubber coated type SGR. All circuits are to be protected by circuit breakers.

C.20.3 Jump Start terminals to be located under the hood within two feet of the starter.

C.20.4 Cab: Instrument Panel-Switches and Warning Lights

C.20.5 All instruments or gauges requiring pressure or vacuum lines shall have flexible connector hoses with enough slack to allow panel to be hinged or removed and for ease of access to the back side.

C.20.6 Gauges: Gauges shall be bright bezel gauges and illuminated from inside of the gauge. The following gauges shall be provided:

C.20.7 Engine oil temperature

C.20.8 Engine water temperature gauge.

C.20.9 Main transmission temperature gauge.

C.20.10 Axle temperature gauges, with sending unit guard (both axles).

C.20.11 Air application gauge.

- C.20.12** Air cleaner restriction gauge (analog type).
- C.20.13** Air pressure gauge (dual analog type).
- C.20.14** Fuel level gauge.
- C.20.15** Pyrometer
- C.20.16** Speedometer (electric 0.80 MPH)
- C.20.17** Ammeter
- C.20.18** Voltmeter
- C.20.19** Manifold pressure gauge
- C.20.20** Air suspension pressure gauge
- C.20.21** Warning Light Indicators: The warning light indicators shall be mounted in the dash in full view of the driver. The following shall be considered the minimum for warning indicator lights.
- C.20.22** Engine Water Temperature
- C.20.23** Engine Oil Pressure
- C.20.24** Low Air Pressure
- C.20.25** Engine Fan Lock-up
- C.20.26** Low Water
- C.20.27** Check Engine
- C.20.28** Differential Lock
- C.20.29** Hi-Beam
- C.20.30** Load Lights
- C.20.31** Heated Mirror
- C.20.32** PTO' s

- C.20.33** Switches: All switches, with the exception of starter, battery and rheostat switches, are to be heavy-duty rocker type. Switches are to be located on the dashboard, easily accessible and identified to the operator. Switches shall be readily available through diversified contractors.
- C.20.34** Ignition Switch: Keyed on off, located on the lower dash area to the left of the steering column.
- C.20.35** Master Battery Switch: Master battery switches are to be located on the battery box.
- C.20.36** Main Switch Panel: Two (2) rows of switches. Each row will be located on the right side of steering column, top of dashboard. The exact mounting location of all switches shall be determined at the Pre-construction meeting.
- C.20.37** Top Row
- C.20.38** Auxiliary light
- C.20.39** Engine Fan
- C.20.40** Engine Brake ON/OFF
- C.20.41** Engine Brake Range Switch
- C.20.42** Lower Row
- C.20.43** Spare
- C.20.44** Spare
- C.20.45** Cruise ON/OFF
- C.20.46** Cruise Select
- C.20.47** Power Windows, Power Mirror, Heated Mirror Switch on door.
- C.20.48** Headlight, Clearance Light, Driving Light switches LH beside ignition.
- C.20.49** Batteries: Battery compartment shall be combined into the left side cab step.
Battery shall be accessible for servicing and replacement when necessary.
- C.20.50** One (1) set of four (4) group 31 batteries wired in parallel. Each group 31 battery shall be rated at a minimum of 2800 cold cranking amps.

C.20.51 Alternator: Twelve (12) volt, 130 amperes, "Delco" or equal alternator.

STATE MAKE AND MODEL OFFERED_____

C.20.52 Starter: 12 volt heavy duty Delco Starter, Model MT42 series, type 450 or equal with over crank protection

STATE MAKE AND MODEL OFFERED_____

C.20.53 110 volt plug mounted under driver's side doors for power to engine block heater.

C.20.54 Stop, Tail, and Turn Lights: At the rear of the vehicle.

C.20.55 Roll Off manufacturer shall supply tail lights.

C.20.56 Rear Work Lights Rear cab flush mounted.

C.21 AUDIBLE WARNING DEVICES

C.21.1 Horn (Air and Electric)

C.21.2 Two (2) air horns, 22" long with single actuator.

STATE MAKE AND MODEL OFFERED_____

C.21.3 Dual electric horn, that operates off the steering wheel ring.

C.21.4 Back-up alarm

C.22 CAB HOOD AND EQUIPMENT

C.22.1 Cab shall be a corrosion-resistant aluminum with a **maximum 121"** conventional cab to frame air suspension. Cab style shall provide the maximum available head room. Cab shall use huck-bolted, lap seam construction with a single piece roof. Engine hood shall be fiberglass with a stainless steel grill. Cab structure and skin to be aluminum and composite-no steel panels. Engine compartment shall protrude no further into the cab than a line dropped vertically along the forward face of the firewall to facilitate an in-frame engine overhaul. Hood shall be capable of tilting at least to an 80-degree angle or to a point where it will provide unobstructed access to remove the engine and radiator from an overhead hoist system. Appropriate safety and locking mechanisms shall be provided to prevent accidental hood closure. Cab structure, no rivets in cab. Windshield to be flat glass and two (2) piece. Windshield wiper motor and linkage on engine side of firewall. Hood supports on cab cowl. Door hinges to be stainless steel and piano hinges. Door seal to be mounted to door, not to cab. Peep window in RH door, minimum usable area 100 sq in. Cab corner windows, minimum area 270 sq in. Seat belts to be RED. Step light to be mounted on cab below door, aft of back edge of door. No Exceptions.

- C.22.2** Cab shall be able to seat two (2) persons. Unit shall have two (2) access doors that do not extend lower than the floorboard.
- C.22.3** Cab Interior
- C.22.4** Cab shall be designed for severe service, and shall be mounted with a minimum of three (3) point resilient mounting.
- C.22.5** **AUDIBLE WARNING DEVICES**
- C.22.6** Horn (Air and Electric)
- C.22.7** Interior of cab, including ceiling, walls, and floor shall be covered with a high density, sound and heat absorbing material.
- C.22.8** Passenger door shall be equipped with lower view window.
- C.22.9** Doors shall be equipped with interior door lock switch. This switch shall lock both driver and passenger door.
- C.22.10** Both seats shall be Kenworth "Air Ride" High Back, or equal air ride with vinyl covering. Seats shall be equipped with three (3) point seat belts, with shoulder harness for driver and passenger. Seats shall be equipped with fold up/down armrests.
- STATE MAKE AND MODEL OFFERED** _____
- C.22.11** The upper steering column is to be fully adjustable, both tilt and telescoping. Steering wheel shall be an 18" spoke, "soft touch" foam padded.
- C.22.12** Windows shall be tinted safety glass.
- C.22.13** Driver and passenger door windows shall be electric.
- C.22.14** AM-FM Radio, with electronic turning and clock.
- C.22.15** Outside sun visor for windshield, Stainless Steel.
- C.22.16** Two (2) Motor-Mirror with 9" convex mirror, both sides, with electric control. Mirrors to be mounted on the Cab not on the door. No exceptions.
- C.22.17** Door and ignition are to be keyed alike.
- C.22.18** Door hinges and pins shall be full-length stainless piano type.
- C.22.19** Interior sun visors for driver and passenger.

- C.22.20 Two (2) rear load lights flush mounted.
- C.22.21 Grab handles, on both sides of cab, for easy access, in-and-out of cab.
- C.22.22 Front fender mounted convex mirrors showing both side upward view these mirrors shall be on stainless steel stanchions.
- C.22.23 Interior of cab, including ceiling, walls, and floor shall be covered with a high density, sound and heat absorbing material.
- C.22.24 Passenger door shall be equipped with lower view window.
- C.22.25 Doors shall be equipped with interior door lock switch. This switch shall lock both driver and passenger door.
- C.22.26 Brake, throttle and clutch pedals shall be capable of being fully depressed to their maximum strokes without coming into contact with any body panels, bolts.

C23 CABLE LIFT ROLL OFF HOIST

C.23.1 Make: GALFAB Model OR60174S072 or District approved equal.

STATE MAKE AND MODEL OFFERED_____

C.23.2 Lifting Capacity: Minimum 60,000 lbs.

STATE MAKE AND MODEL OFFERED_____

C.23.3 Length: Minimum 279 inches

STATE MAKE AND MODEL OFFERED_____

C.23.4 The hoist shall be a new, current production model and carry a minimum one year warranty by the manufacturer.

C.23.5 The hoist shall be 35/1/2" wide OD

C.23.6 The hoist shall have an outside rail capable of handling 18-22 foot containers.

C.23.7 All working points on the hoist shall be greasable.

C.23.8 The mainframe shall be a minimum of 8"x 4" x 1/2" ASTM 500 Grade C.

- C.23.9** The subframe shall be a minimum 3" x 2" x 1/4".
- C.23.10** The rear apron shall be a minimum 3/8" plate steel with no horizontal ledge to catch dirt or trash.
- C.23.11** All horizontal and vertical cable sheaves shall be interchangeable and a minimum 10" OD made of a minimum 60,000 lbs., material with bronze bearing.
- C.23.12** All horizontal and vertical cable shafts shall be a minimum 2-1/2" diameter.
- C.23.13** The cable shall be a minimum 7/8" with a maximum safe cable rating of 39 tons, the cable pick up shall be a cast steel swivel and the cable anchor shall be a minimum 1-1/2" diameter.
- C.23.14** The rear hinge shaft shall be free floating and a minimum of 2-1/2" diameter with 9-1/2" of bearing surface length. At 192" from the front stop.
- C.23.15** The front container lock shall be a minimum 1" spring loaded plate. The spring load shall allow the container to be pulled horizontally to the front stop with the hoist in the complete down position.
- C.23.16** The front container stop shall be a minimum 1-1/2" solid steel.
- C.23.17** There shall be two winch cylinder rod covers a minimum of 3/8" x 3" to cover the rods when extended.
- C.23.18** The hoist shall have (2) body props.
- C.23.19** The hoist shall have a minimum dump angle of 48 degrees
- C.23.20** The valve mounting bracket shall be mounted directly to the truck frame.
- C.23.21** The rear bumper shall be a minimum 7"H x 5"W x 95-1/2"L with sealed recessed lights.
- C.23.22** A totally sealed wiring harness, TruckLite or equal sealed beam light system, for the stop, tail, turn, backup, clearance, and mid-body turn.
- C.23.23** The DOT bumper shall be fabricated to automatically fold forward toward the truck when in the raised position.
- C.23.24** A minimum of (6) side rollers outboard supported with replacement shafts and full width bronze bearings.

- C.23.25** A minimum of 8' container long sill supported rails shall be located at the rear of the hoist with the rear most part extended to assist in container misalignment when loading.
- C.23.26** The upper lift cylinder shafts shall be a minimum 2-1/2" diameter solid steel.
- C.23.27** The lower lift cylinder shafts shall be a minimum 2-1/2" diameter solid steel.
- C.23.28** The lower lift cylinder mounting plate shall be a minimum 1/2" with 15.7 square inches of bearing surface per side.
- C.23.29** The rear ground roller shall be a minimum 2" schedule 80 pipe with 1/4" side mounting plates designed not to interfere with cylinder clearance.
- C.23.30** The fenders shall be poly or steel, tandem axle, contoured.
- C.23.31** A 35 GPM @ 1500 RPM direct mount hydraulic pump shall be used.
- C.23.32** All hydraulic components shall have a capacity of 2500 PSI or greater.
- C.23.33** A hot shift PTO with electronic over speed control shall be provided.
- C.23.34** A minimum of 42 GPM (3) spool hydraulic control valve with inside cab air controls and outside manual controls shall be provided.
- C.23.35** The oil reservoir shall be independently mounted and shall have a minimum usable capacity of 52 gallons.
- C.23.36** The oil reservoir air filter shall be a maximum 10 micron.
- C.23.37** The return line oil reservoir filter shall be a maximum 25 micron and minimum 50 GPM capacity.
- C.23.38** The shut off valve shall be a 2" gate valve at the bottom of the reservoir with a 2" suction line.
- C.23.39** A minimum 100 mesh suction line with shut off valve, 69 GPM capacity, and 2" pipe shall be provided.
- C.23.40** A minimum 5" L air sight and temperature gauge shall be provided.
- C.23.41** The lift cylinders shall be a minimum 6" diameter, 4-1/2" chrome plated rod, 72" stroke, single stage, double acting.

- C.23.42** The winch cylinders shall be a minimum 7" diameter, 3" chromed rod and 80" stroke single stage double acting.
- C.23.43** The hoist shall be pressure cleaned, primed, and painted black.
- C.23.44** The hoist shall be factory mounted and delivered fully operational.
- C.23.45** A Pioneer Rack and Pinion Strong Arm Hydraulic Tarping System shall be provided, installed, primed, and painted black.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Roll-Off Truck	4	F.O.B. destination	210 days after receipt of order
Note	The following items should accompany each vehicle delivered			
ITEMS	Manufacturer's statement of origin	1 copy each	F.O.B. destination	210 days after receipt of order
	Operator's Manual	1 copy each	F.O.B. destination	210 days after receipt of order
	Operating manual for mounted equipment	1 copy each	F.O.B. destination	210 days after receipt of order
	Shop Manual	1 copy each	F.O.B. destination	210 days after receipt of order
	Electrical and vacuum technical	1 copy each	F.O.B. destination	210 days after receipt of order
	Parts book w/illustrated parts breakdown	1 copy each	F.O.B. destination	210 days after receipt of order
	Compact disc to include the vehicle shop manual, electrical and vacuum technical manual, and parts book with illustrated parts breakdown	1 copy each	F.O.B. destination	210 days after receipt of order
	Keys	4-sets of keys	F.O.B. destination	210 days after receipt of order

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.3 QUANTITY INCREASE/DECREASE:

F.3.1 The District reserves the right to increase or decrease the unit quantity specified under Section B by up to one-hundred percent (100%) within 60 days of award at the unit price bid.

F.4 UNIT PRICE AND F.O.B. DELIVERY POINTS:

F.4.1 Unit prices offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provisions), to the following delivery points:

Department of Public Works
Fleet Services Division
1725 15th Street N.E.
Washington, D.C. 20002

Receiving hours: 7:00am – 3:00 pm
Monday through Friday, Except Holidays
Contractor shall telephone 48 hours in advance of
Delivery date
Contact: Lloyd Carter
Telephone No.: 202-576-7739

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:

Name: Department of Public Works
Address: Office of the Chief Financial Officer
2000 14th Street, N.W. 6th Floor
Washington, DC 20009
(202) 671-2300

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 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor under this contract after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;

- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty, which remains unpaid by the Contractor at the end of any 30-day period, shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

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:

James Roberts
Contracting Officer
Office of Contracting and Procurement
2000 14th Street NW, 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:

Lloyd Carter
Department of Public Works
Fleet Services Division
1725 15th Street, N.E
Washington, DC 20002
(202) 576-7739

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 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 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.6 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.7 INSURANCE

I.7.1 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.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: in accordance 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.
- (d) Umbrella/Excess Liability Insurance, \$5,000,000 limits per occurrence.
- (e) If District or non-District autos are being towed, serviced or repaired by contractor, Garage Liability Insurance, \$1,000,000 combined single limits.

I.8 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.9 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.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

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);

- (i) 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
 - (ii) 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.6 WALSH-HEALEY ACT

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

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.3.

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 intends, but is not obligated, to award a *single* contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two copies. The District will not accept a facsimile copy of a bid 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. (DCKT-2007-B-0059).**
- L.2.2** 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.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** 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.3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m. as specified in (Section A.9)** local time on page 1.

L.4 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.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 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) day before the date specified for receipt of bids; or
- 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.5.2 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.5.3 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.5.4 Late Modifications

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

L.5.5 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.6 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

Department of Public Works
Office of Contracting and Procurement
Bid Room
2000 14th Street, N.W. 3rd Floor
Washington, D.C. 20009

L.7 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 bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

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

L.9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 2000 14th Street, NW 6th Floor, Washington, DC 20009, telephone (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 Contracting Officer, James Roberts, 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 Contracting Officer, James Roberts, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 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 bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in

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

L.11 SIGNING OF BIDS

- L.11.1** 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.11.2** 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 partner 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. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.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. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.13.1** Name, address, telephone number and federal tax identification number of bidder;
- L.13.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such 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.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 STANDARDS OF RESPONSIBILITY

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

L.14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.14.2 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.14.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.14.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.15 BRAND NAME OR EQUAL:

As used in this chapter, the term “brand name” includes identification of products by make and model.

- A. If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the government to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.
- B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- C. If the bidder proposes to furnish an “equal” product, the Brand name of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such products shall be otherwise clearly identified in the bid.
- D. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the District.
- E. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material such as (cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the government would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- F. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- G. Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

L.16 REQUIREMENT FOR DESCRIPTIVE LITERATURE:

- A. Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnishes must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- B. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L.5 of this invitation for bids.
- C. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
 - (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
 - (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

L.17 ACCEPTANCE PERIOD

- L.17.1** The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's opening date.

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 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.

M.2 General Preferences

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

- M.2.1.1** 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;
- M.2.1.2** Three 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;
- M.2.1.3** 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;
- M.2.1.4** 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;
- M.2.1.5** 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
- M.2.1.6** 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.

M.2.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.2.2.1** 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).
- M.2.2.2** 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.
- M.2.2.3** 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.
- M.2.2.4** 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.
- M.2.2.5** 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.
- M.2.2.6** 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.

M.2.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is 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.

M.2.4 Preferences for Certified Joint Ventures

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

M.2.5 Vendor Submission for Preferences

M.2.5.1 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:

M.2.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.