

SOLICITATION, OFFER, AND AWARD			1. Caption: All Area Sweepers		Page of Pages 1 49		
2. Contract Number		3. Solicitation Number DCKT-2009-B-0106		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"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 5/29/2009	
7. Issued By: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 6th Floor Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW, 3rd Floor Washington, DC 20009			
<small>NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"</small>							
9. Sealed offers in original and <u>2</u> 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 <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>29-Jun-09</u> (Hour) (Date)							
<small>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.</small>							
10. For Information Contact		A. Name Calvin L. McFadden, CPPB		B. Telephone (Area Code) 202 (Number) 671-0484 (Ext)		C. E-mail Address calvin.mcfadden@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> 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 %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

SECTION B - SUPPLIES OR SERVICE AND PRICE/COST

SCHEDULE
INDIVIDUAL AWARD ITEMS

B.1 The Government of the District of Columbia, Department of Public Works, Office of Contracting and Procurement (the District) is seeking a contractor to provide all area sweepers.

B.1.1 The District contemplates award of a firm fixed price contracts.

B.2 PRICE SCHEDULE

Contract Line Item Number (CLIN)	Description	Quantity	Unit Price	Total Price
0001	All Area Sweeper, Tymco Model 435 Or equal	10	\$	\$

Make and Model to be provided: _____

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The District is seeking a contractor to provide all area sweepers in accordance with the specifications enumerated herein.

C.2 GENERAL REQUIREMENTS

C.2.1 The contractor shall provide ten (10) Diesel Pokeweed All Area Sweepers (with Dual Gutter Brooms, one Broom on each side) Tymco model 435 or Equal.

C.2.1.1 The units shall be delivered completely assembled and ready for immediate use. Units shall conform to most current National Institute of Occupational Safety and Health (NIOSH) regulations at the time of manufacture. www.osha.gov

C.2.1.2 The vehicles, components, assemblies and accessories to be delivered under this contract shall be standard and optional items, which meet or exceed the requirements of the specifications listed in C.4 through C.28 below.

a. All chassis items shall be as represented in the chassis manufacturer's technical data book. The chassis model furnished shall not be older than the chassis manufacturer's current model on the date of issuance of this solicitation.

b. Special bodies or mounted equipment shall be as represented in the body and equipment manufacturer's technical data.

C.2.1.3 Each vehicle shall be new, and in no case will the vehicle be used (except for delivery and redelivery purposes).

C.2.1.4 The vehicle shall comply with all Federal Motor Vehicles Safety Standards (FMVSS) Regulations applicable to the specified vehicle on the date of manufacture. www.nhtsa.gov

C.3 WARRANTY

The contractor shall provide, at minimum, the manufacturer's standard equipment warranty.

C.3.1 State manufacture standard warranty

C.3.2 State manufacture equipment manufacturer's standard
Warranty

C.3.3 State mounted equipment manufacturer's warranty

C.4 SAFETY EQUIPMENT

C.4.1 Johnson & Johnson model 8161, first aid kit or equal
(State kit to be provided)_____

C.4.2 (5) pound ABC fire extinguisher shall be mounted in cab

C.4.3 Unit shall have air bag for driver.

C.4.4 Unit shall have seat belts for all passengers

C.4.5 Shall have triangle kit

C.4.6 Shall have back-up alarm: horn or buzzer type

C.4.7 Shall be equipped with dual note City Horn

C.4.8 Shall have an air horn

C.5 BODY COLOR

The cab shall be painted Tangier Orange

C.6 VEHICLE/CHASSISS

C.6.1 The chassis cab shall be a low cab forward (cab over) design with a tilt forward cab. Frame shall be 7.20 SM (316,800 lb. ft. /in. RBM). Gross vehicle weight rating shall not be less than 17,950 lb GVW. Curb weight with cab, fuel water, oil and tires shall be approximately 5,974 pounds. Standard truck cab enclosed and shall be equipped with tinted safety glass all around, each door shall have power windows, adjustable high-back driver's seat with safety belts on each side, dual steering and power door locks. (Sliding windows not acceptable) Trucks shall be equipped with steel bumpers front and rear. Rear bumper shall be wrap around design with recessed lights and rubber bumper guards.

C.6.2 Total chassis coverage shall be 24 months unlimited miles, except tires.

C.6.3 Engine, including all gear driven accessories, coverage shall be 36 months unlimited mileages.

C.7. WHEELBASE

C.7.1 Shall be 132.5" wheelbase; 112' cab to axle

C.8 AXLES

C.8.1 Front axle shall be a minimum of 6,830 lbs, with suspension capacity of 8,440 lbs and stabilizer bar.
(State front axle lbs to be provided)_____

C.8.2 Rear axle shall be 14,550 lbs single speed with a ratio of 5,571 in direct drive, suspension shall be a minimum of 11,550lbs.
(State suspension lbs to be provided)_____

C.8.3 Front and rear shock absorbers, and front stabilizer bar.

C.9 STRREING

C.9.1 Truck shall be equipped with dual steering.

C.9.2 Integral hydraulic power steering

C.9.3 Diameter of steering wheel shall be a minimum 16 inches
(State Inches to be provided)_____

C.10 BRAKES

C.10.1 Service brakes shall be dual circuit, power assisted hydraulic with antilock brake system.

C.10.2 Front brakes shall be disc.

C.10.3 Rear brakes shall be self-adjust drums.

C.10.4 Mechanical, cable actuated, internal expanding drum type, transmission mounted parking brake.

C.11 CAB

- C.11.1 Gauges shall consist of: speedometer, odometer, temperature gauge, indicator warning lights, fuel gauge and trip meter.
- C.11.2 Warning light shall be supplied for check engine, low fuel, brake system warning, low coolant and oil level, battery discharge and engine oil pressure.
- C.11.3 Chassis shall be equipped with air conditioner, fresh air heater, defroster, two speed electric windshields wiper with electric operated washer, cigar lighter, two remote controlled and heated rearview mirrors, two 8" diameter parabolic mirror, dual sun visors, AM/FM stereo radio with CD player and power windows and door locks.
- C.11.4 Cab shall not extend over 89" above ground.
- C.11.5 Cab mounted bar light shall be provided.

C.12 ELECTRICAL

- C.12.1 Shall consist of two multiple beam headlights with dash beam indicators instrument panels, taillights, stop lights, front and rear turn signals and self canceling signals switch, equipped for four way flashing.
- C.12.2 Stop, tail and turn lights shall be L.E.D.
- C.12.3 Taillights, stop lights and signal lamps shall be in combination.
- C.12.4 Shall have two 750 CCA batteries.
- C.12.5 Shall have a 110 amp alternator.

C.13 ENGINE

- C.13.1 Shall be heavy duty 4-cylinder turbocharged diesel with a minimum 317 cubic inch displacement (5.19L); 190 gross HP @ 2,600 RPM; 50 state certification.
- C.13.2 Dry element air cleaner shall be supplied.
- C.13.3 Cold weather starting device and oil cooler shall be supplied.

C.14 FUEL

- C.14.1 A 30 gallon steel tank mounted in frame rail behind rear axle shall supply fuel to both engines. Frame mounted heated fuel/water separator.
- C.14.2 Equipment shall be equipped with an EJ Ward Candometer (VIT) automated Fuel system Contact: Lee Christensen, EJ Ward, Inc (210) 824-7383

C.15. TIRES AND WHEELS

- C.15.1 Heavy duty first line quality tubeless radial tires shall be a minimum 225/70R-19.5F (12 ply) rating with duals in rear for adequately carrying full load of sweeper and maximum stability.
- C.15.2 Wheels shall be 19.5x6.3, 6-hole disc.
- C.15.3 Stainless wheel simulators shall be installed.
- C.15.4 One spare tire and wheel shall be provided

C.16 TRANSMISSION

- C.16.1 Shall be heavy duty automatic, four speeds forward, and one reverse.
- C.16.2 Spin on transmission oil filter shall be provided.

C.17 POWER UNIT

- C.17.1 The sweeper power unit shall be a turbocharged diesel fueled, tier-2 water cooled industrial engine. Piston displacement shall not be less than 121.99 cubic inch developing not less than 56 HP @ 2800 RPM and 126 ft. /lbs, torque @ 1800 RPM. Engine shall be 4 cycle, 3.27 inch bore and 3.64 inch stroke.
- C.17.2 Cylinder construction shall be dry sleeve type.
- C.17.3 Spin-on replacement oil filter.
- C.17.4 12 volt ignition, electric starter and minimum 25 amp alternator with charge indicator gauge mounted on control console in cab.
- C.17.5 Unit shall have an automatic shutdown system when coolant temperature in too high, coolant level is too low or oil pressure is too low.

- C.17.6 Unit shall share batteries with chassis engine.
- C.17.7 Unit shall have a replacement element, heavy duty dry type air cleaner.
- C.17.8 Mechanical centrifugal type variable speed governor shall be used to control engine speed.
- C.17.9 Power unit shall be accessible by swinging open a contour shaped side access panel. The side access panel shall be constructed of composing materials and shall have an inner membrane encapsulated in its design for additional strength and sound reduction.
- C.17.10 To keep overall height to a minimum when dumping, the access panel shall not be attached to the hopper weldment
- C.17.11 Power unit shall be easily accessible without starting the engine or the use of auxiliary hydraulics.
- C.17.12 Power unit shall be completely serviceable without raising the hopper.
- C.17.13 Four sets of keys shall be provided for the sweeper engine.

C.18 DUST SEPARATOR

- C.18.1 Separation of the dirt and refuse from the air steam shall be accomplished by means of an external cylindrical multi-pass centrifugal dust separator with a minimum size of 20” diameter and 22.5” width. The separator shall be designed so that it will not lug with normally encountered debris.
- C.18.2 The separator shall be lined with a bolt-in, replacement, wear resistant rubber liner for long life.
- C.18.3 The dust separator shall a minimum 4” diameter port allowing inspection and cleaning of the interior.
- C.18.4 The separator shall incorporate a self-cleaning compartment to trap fine particulates and prevent re-entry into the air stream.

- C.18.5 A dual steel screen with total area of not less than 3,200 square inches shall be provided to allow air to move freely from the hopper into the centrifugal dust separator
- C.18.6 Screen shall lift with the dump door to allow easy access for cleaning.

C.19 HOPPER

- C.19.1 Hopper shall be constructed of full seam welded steel plate.
- C.19.2 Hopper size shall be a minimum four (4.0) cubic yard volumetric measurement with a maximum operating load capacity of 6,000 pounds.
- C.19.3 Dumping shall be accomplished by means of hydraulically actuated piggyback cylinder causing hopper to tilt up expelling the load behind the rear wheels. Dump cylinders shall not protrude below sweeper frame.
- C.19.4 Dump angle shall be a minimum of 90 degrees
- C.19.5 The hopper floor shall have a minimum dumping height of 72 inches when fully loaded.
- C.19.6 Hopper door shall have an opening dimension of 77-1/4" X 70" and be opened/closed by means of two hydraulic cylinders.
- C.19.7 The required overhead dump height clearance shall be no greater than 13 feet.
- C.19.8 For easy access and to ensure air-tight hopper seals the hopper dump door shall be hydraulic actuated.
- C.19.9 Hopper door shall be held in the closed position by means of a lock valve located in the hydraulic dump circuit.
- C.19.10 Hopper shall maintain airtight through use of rubber seals on all doors and openings.
- C.19.11 Hopper shall contain a chute area with a replaceable wear liner/deflector.

- C.19.12 All hopper doors shall be fabricated from steel plate to prevent loss of airtight seals due to warping, cracking, or premature wear.
- C.19.13 Hydraulic cylinder movement shall be controlled with the use of an electric toggle switch on the exterior of sweeper behind truck cab and an in-cab dump switch.
- C.19.14 Hopper shall have a safety prop with manually installed latching pin.
- C.19.15 Hopper load indicator shall consist of a frame mounted sensor with audible and visible indicators in cab that signal full load.
- C.19.16 Roof access clean-out doors prohibited due to potential safety hazards.
- C.19.17 One work light shall be mounted at the rear of the hopper.
- C.19.18 Hopper shall be equipped with a detachable hopper deluge nozzle to permit flushing the hopper with a hydrant hose.

C.20 HYDRAULIC SYSTEM

- C.20.1 The hydraulic system shall be adequate for use within the design requirements of the sweeper. The system shall include a minimum 13.5 gallon reservoir, sight gauge, temperature gauge, 80 mesh suction strainer, spin on replacement full flow oil filter, hydraulic cylinder, gutter broom drive motors, control valves, relief valves, hydraulic hoses and standard fittings.
- C.20.2 The hydraulic pump shall be gear driven by the auxiliary engine.
- C.20.3 System pressure shall consist of 1500 PSI maximum for pick-up head and dump door; 2500 PSI maximum for gutter broom(s).
- C.20.4 Auxiliary hydraulic system shall be provided to electrically operate hydraulic without engine running.
- C.20.5 Hydraulic control valves must be easily accessible for service without raising the hopper or enclosures.

C.21 BLOWER

- C.21.1 Heavy duty, wear resistant, high strength cast aluminum alloy type open face blower computer balanced within 4 grams shall be provided to create air pressure and suction.
- C.21.2 Blower wheel shall be covered with wear-resistant rubber for long life.
- C.21.3 Blower shall be mounted on self aligning anti-friction bearings.
- C.21.4 Blower shall be driven from PTO off auxiliary engine by heavy duty power belt which shall be adjustable for tension.
- C.21.5 Blower housing shall be lined with a bolt-in wear resistant replaceable rubber liner for long life.
- C.21.6 Blower not to exceed 300 RPM to ensure smooth efficient performance.
- C.21.7 Blower housing shall be accessible by swinging open a contour shape side access panel. The side access panel shall be constructed of composite material and shall have an inner membrane encapsulated in its design for additional strength and sound reduction.
- C.21.8 Access to blower housing shall be accomplished without raising hopper.

C.22 PICK-UP HEAD

- C.22.1 A spring balanced all steel fabricated pick-up head with maximum length and width of 78" x 30" I.D. shall be provided.
- C.22.2 The pick-up head shall have a separate upper and lower chamber where pressurized air is blasted from upper chamber through an elongated blast orifice to street surface.
- C.22.3 Blast orifice flange shall be of bolt-on design so that flange is easily replaced and shall have a slot that blast orifice gap is easily adjusted without removing pick-up head from sweeper.

- C.22.4 Pick-up head shall have a 12 inch diameter (minimum) bolt on pressure inlet ring with running vanes located on left side of pick-up head.
- C.22.5 A 12 inch diameter (minimum) heavy duty pressure hose attached to the blower shall be provided.
- C.22.6 A 12 inch diameter (minimum) heavy duty suction hose, attached to a quick disconnect transition at the hopper shall extend down to the right of the pick-up head and shall be attached to the pick-up head suction nozzle ring which shall be constructed of 10 gauge steel.
- C.22.7 Pick-up head shall be equipped with 12 inch wide adjustable side mounted integral alloy steel and carbide runners for maximum pick up ability and long life. DUO SKID runners shall be warranted for 2 years/2,000 hours prorated.
- C.22.8 Side plate shall have a minimum height adjustable of 4 inches at the blast orifice.
- C.22.9 Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.
- C.22.10 Pressure inlet ring shall be equipped with an adjustable relief for optimum leaf and light debris sweeping, pressure relief shall be controlled from inside cab.
- C.22.11 Because of the safety and environmental concerns the pick up head shall be capable of operating in both forward and reverse directions.

C.23 DUAL GUTTER BROOM

- C.23.1 Gutter broom shall be 36 inch diameter (minimum), steel vertical digger type for removing debris from gutter area.
- C.23.2 The gutter broom wires shall be high carbon tempered steel for maximum wear life.
- C.23.3 Gutter broom shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.

- C.23.4 Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve inline with gutter broom torque motor.
- C.23.5 Gutter broom shall have adjustment for bristle contact pattern and wear.
- C.23.6 Gutter brooms shall have lateral flexibility to swing rearward 15” when encountering the impact of an immovable object thus avoiding damage to the broom assembly.
- C.23.7 Gutter brooms shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.
- C.23.8 Gutter brooms shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.
- C.23.9 Gutter brooms shall be controlled from inside the cab by a single electric toggle switch.
- C.23.10 Gutter brooms shall have the capability of sweeping in the extended position or directly in front of the pick-up head.
- C.23.11 Each gutter broom shall have hydraulic tilt capability built in for changing the angle of the broom from inside the cab.
- C.23.12 The gutter broom tilt feature shall be accomplished by means of a cylinder located inside the gutter broom arm to protect from damage.
- C.23.13 Electric actuator tilt assemblies will not be accepted.

C.24 DUST CONTROL WATER SYSTEM

- C.24.1 Water tank shall be minimum 150 gallon capacity, constructed of recyclable, translucent polyethylene for strength and ability to view water level at all times. Water tank shall be 100% rustproof and shall be of bolt-in design for easy removal.
- C.24.2 Water from tank to be filter by 80 mesh cleanable filter located between tank and water pump.

- C.24.3 12 volt electric motor driven pump rated at 5 GPM with a 25 PSI system relief pressure and with an electronic solid state liquid level sensor to automatically shut off pump and turn on low water warning lamp when water is depleted.
- C.24.4 Electric solenoid water control valves shall be cab controlled. Spray system shall include spray nozzles to be located as follows: minimum of 2 for gutter broom, 1 inside pressure transition, and 1 inside hopper. Water nozzle shall be located near the gutter broom and top of hopper suction inlet throat for easy inspection and superior dust control.
- C.24.5 Water tank shall have anti-siphon/anti-pressure filter neck with air gap.
- C.24.6 Flexible 20-foot (minimum) long water fills hose with 2 ½” quick disconnect coupling for filling water reservoir shall be provided. Water fill hose shall include a stainless 100 mesh cleanable filter.
- C.24.7 An air purge system shall be provided to enable winterization of the dust control system.

C.25 FRONT STORAGE COMPARTMENT

- C.25.1 Sweeper shall be equipped with a combination storage and sound suppression enclosure for ample storage of tools, supplies, and accessories.
- C.25.2 The storage enclosure shall be divided into multiple compartments with a total capacity of not less than 55 cubic feet.
- C.25.3 Enclosure shall be independent of the hopper weldment and easily opened without the use of auxiliary hydraulic or starting the auxiliary engine.
- C.25.4 Contents of the compartment shall be easily accessible by lockage, gas shock-assisted gull-wing doors on the left and right side.
- C.25.5 Gull-wing doors shall be fabricated of high density composite for strength and durability.

C.26 REAR STORAGE COMPARTMENT

- C.26.1 Sweeper shall have two (2) rear storage compartments. One (1) shall be located on each side of the debris hopper.

- C.26.2 Storage compartments shall be fabricated of welded steel plate and have a total capacity of not less than 10 cubic feet.
- C.26.3 Compartments shall be independent of rear dumper and rear fenders for ease of maintenance.
- C.26.4 Compartment doors shall be mounted on the side of the sweeper.
- C.26.5 Storage compartment shall be fully enclosed and independent. Pass-through boxes that allow items to potentially fall around drive train compartment are not acceptable.

C.27 SAFETY WARNING DEVIVES

- C.27.1 Unit shall have two rear mounted amber alternating flashing warning lights.
- C.27.2 Unit shall have back up alarm that sounds when placed into reverse gear.

C.28 OPERATING CONTROLS

- C.28.1 All operating controls for sweeper, including dump control, shall be mounted inside truck cab and readily accessible to the operator in the driving potion.
- C.28.2 All main electrical systems =, i.e. ignition, lights, hydraulic and water shall be separately fused to isolate electrical problems to fused are and speed service.
- C.28.3 Auxiliary engine controls and gauge shall be mounted on console of, but not limited to, ignition switch, electronically actuated throttle, oil pressure gauge, water temperature gauge, volt meter and tachometer.
- C.28.4 Sweeper controls, meters and gauges shall consist of, but not limited to, gutter broom, pick-up head, warning lights, water system and work light lighted paddle type switches, low water light, hour meter and pressure bleeder control.

SECTION D
PACKING, PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 1 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007.
- E.2** Representative of the District shall perform inspection and acceptance of the equipment to be furnished under this order at the destination to ensure that the equipment conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 240 days from date of award as indicated on page one (1) of the contract.

F.2 DELIVERABLES

NO.	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Tymco Model 435 All Area Sweeper	10	Deliver to address in F.4 below	210 days after award
	Manufacturer's statement of origin	1 copy each	Include with equipment delivery	210 days after award
	Operator Manual	1 copy each	Include with equipment delivery	210 days after award
	Shop manual	1 copy each	Include with equipment delivery	210 days after award
	Keys	4 sets each	Include with equipment delivery	210 days after award

F.3 QUANTITY INCREASE/DECREASE:

The District reserves the right to increase or decrease the unit quantity specified under Section B by up to fifty (50%) within 60 days of award at the unit price bid.

F.3.1 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 Requirement and First Source Agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor may not be paid.

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

Unit prices offered herein shall include delivery, all charge prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provisions), to the following delivery point:

Department of Public Works
 Fleet Services Division
 1725 15th Street, N.E.
 Washington, D.C. 20002
 Receiving hours: 7:00 am – 3:00 PM

Monday through Friday, Except Holidays
Contractor shall telephone 48 hours in advance of
delivery date.

Contact: Gregory Harrelson

Telephone No.: (202) 576-6786

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 are:

Office of the Chief Financial Officer
Customer Care Division
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Phone: (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 are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - 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 Vehicle Identification Number (VIN).
 - G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title, phone number of person preparing the invoice;

G.2.2.8 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.2.2.9 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 deliverables; **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
Office of Contracting and Procurement
Transportation and Specialty Equipment Commodity Group
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
(202) 671-2200

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and

supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Gregory Harrelson
Vehicle Acquisition Program Specialist
Department of Public Works
Fleet Services Division
1725 15th Street, N.E.
Washington, D.C. 20002
(202) 576-6786

- G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability 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, sec. 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 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;
 - (a) Advertisement of job openings listed with DOES and other referral sources; and
 - (b) 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.4.1.2 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 applicants, trainees, and other workers 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.

H.8 CONFLICT OF INTEREST

H.8.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.8.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.9 WARRANTY:

The contractor warrants that the equipment furnished by the contractor shall be free from all defects whatsoever and agrees that for a period of one (1) year from date of

acceptance by the District of Columbia, any repair, replacement, or adjustments made necessary because of such defects will be made promptly by the contractor without cost to and to the satisfaction of the District of Columbia. This warrant shall not operate to defect the purpose of page 2, paragraph 6 Standard Contract Provisions, nor shall it act to void longer guarantees by the manufacturer of the equipment or its components.

SECTION I:
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on solicitation attachments 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 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.1.1**. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.8 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.9 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 submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3 Workers' Compensation Insurance.

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.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. DURATION.** Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- 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.

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.1.1 E.E.O. Information and Mayor Orders 85-85

J.1.2 Tax Certification Affidavit

J.1.3 First Source Employment Agreement

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BEDDERS

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 for 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

K4 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 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.2.

K.7 WALSH-HEALEY ACT

If this contract is for the manufacture of 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 Contract Act, as amended (41 U.S.C. 35-45) (the Act, as used in this section), the following terms and conditions apply:

- (i) 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.

- (ii) All employees whose works relate 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 50-203.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District contemplates award of a firm fixed price contract.
- 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.1.3 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.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original and two (2) copies of its bid, including two (2) copies of descriptive literature (refer to L.16). 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-2009-B-0106"**.
- 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. local time on the date indicated on page one.

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:

Office of Contracting and Procurement
Bid Room (Reeves Center)
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 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 14 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, Transportation and Specialty Equipment Commodity Group, 2000 14th Street, N.W., 6th Floor, Washington, D.C. 20009, (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, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, 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, Office of Contracting and Procurement, Transportation and Specialty Equipment

Commodity Group, 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 ACCEPTANCE PERIOD

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

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.14.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of bidder;
- L.14.2 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.14.3 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.15 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.15.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.15.2 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.15.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.15.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.15.8 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.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 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, and construction and performance characteristics. Bidders must clearly demonstrate that the product being offered meets or exceeds the specifications listed in Section C.
- 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.

SECTION M - EVALUATION FACTORS

CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESS OR BUSINESS OPERATING IN AN ENTERPRISE ZONE

M.1.1 General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- M.1.1.1 Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- M.1.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- M.1.1.3 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- M.1.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

A. Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

- B. Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE 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 DBE in response to a RFP.

- C. Any prime contractor that is a RBO certified by the LBOC will receive a five percent (5%) reduction in the bid price for a bid submitted by the RBO 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 RBO in response to a RFP.
- D. Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise 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 such business in response to a RFP.

M.1.2 Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- A) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- B) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation for LBE Subcontracting}$$

*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference 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 a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that difference preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.1.3 Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference 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 a RFP.

M.1.4 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it were a certified LBE, DBE or RBO.

M.1.5 Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

M.1.6 Vendor Submission for Preferences

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:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms (to obtain a copy go to www.ocp.dc.gov):

Office of Local Business Development
ATTN: LSDBE Certification Program
441 –4th Street, NW, Suite 970-N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.7 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.1.8 Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and **supplies** with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.