

SOLICITATION, OFFER, AND AWARD			1. Caption: Repair Services for Dodge Light Duty Equipment		Page of Pages 1 49		
2. Contract Number		3. Solicitation Number DCKT-2010-B-0190		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 6/18/2010	
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			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
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>19-Jul-10</u> (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 Adele E. Smith		B. Telephone (Area Code) 202 (Number) 671-2389 (Ext)		C. E-mail Address Adele.Smith2@dc.gov	
11. Table of Contents							
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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 SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Public Works (DPW), is seeking a contractor, qualified to provide warranty and non-warranty work on Dodge vehicles to provide automotive maintenance and repair services for the District’s entire fleet of Dodge light duty equipment.

B.2 The District contemplates award of a time and materials contract.

B.3 LABOR AND PARTS RATES AND DISCOUNTS

B.3.1 The District will pay the Contractor a fixed unit price for services provided under this contract in accordance with the Price Schedule in Section B.4. The fixed hourly rate applies Monday – Saturday, from 7:30 a.m. – 4:45 p.m. The fixed hourly rate would also apply in an emergency situation in order to provide continuity of operations. Unit pricing shall include all hazardous waste disposal charges and expendable supplies charges. For parts, the District will pay the Contractor the list price plus or minus the mark up or discount listed in sections B.4.1B, B4.2B, B4.3B, B4.4B, B4.5B

B.3.2 The District will pay the Contractor a flat rate of \$65.00 for any tows in excess of four (4) tows per year for light equipment. Refer to section C.7.1.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR

A. Labor and Maintenance

Contract Line Item No. (CLIN)	Item Description	Fixed Hourly Labor Rate	Unit	Not-To-Exceed Annual Amount
0001	Automotive Mechanic	\$ _____	hour	\$ 35,700
0002	Automotive Electrician	\$ _____	hour	\$ 30,000
0003	Transmission Repair Specialist	\$ _____	hour	\$ 40,000
Base Year – Total Not-to-Exceed				\$105,700.00

B. Parts Price

Percentage of Discount or Mark Up (circle one) Offered _____ %
 Type of Price List (dealer, jobber, etc) _____
 Price List Number _____
 Date of Price List _____
 Price List Column on which the discount is based (e.g. distributor, net, wholesale). _____

B.4.2 OPTION YEAR 1

A. Labor and Maintenance

Contract Line Item No. (CLIN)	Item Description	Fixed Hourly Labor Rate	Unit	Not-To-Exceed Annual Amount
1001	Automotive Mechanic	\$ _____	hour	\$ 35,700
1002	Automotive Electrician	\$ _____	hour	\$ 30,000
1003	Transmission Repair Specialist	\$ _____	hour	\$ 40,000
Option Year 1 – Total Not-to-Exceed				\$105,700

B. Parts Price

Percentage of Discount or Mark Up (circle one) Offered _____ %
 Type of Price List (dealer, jobber, etc) _____
 Price List Number _____
 Date of Price List _____
 Price List Column on which the discount is based (e.g. distributor, net, wholesale). _____

B.4.3 OPTION YEAR 2

A. Labor and Maintenance

Contract Line Item No. (CLIN)	Item Description	Fixed Hourly Labor Rate	Unit	Not-To-Exceed Annual Amount
2001	Automotive Worker	\$ _____	hour	\$ 35,700
2002	Automotive Electrician	\$ _____	hour	\$ 30,000
2003	Transmission Repair Specialist	\$ _____	hour	\$ 40,000
Option Year 2 – Total Not-to-Exceed				\$105,700

B. Parts Price

Percentage of Discount or Mark Up (circle one) Offered _____ %
 Type of Price List (dealer, jobber, etc) _____
 Price List Number _____
 Date of Price List _____
 Price List Column on which the discount is based (e.g. distributor, net, wholesale). _____

B.4.4 OPTION YEAR 3

A. Labor and Maintenance

Contract Line Item No. (CLIN)	Item Description	Fixed Hourly Labor Rate	Unit	Not-To-Exceed Annual Amount
3001	Automotive Mechanic	\$ _____	hour	\$ 35,700
3002	Automotive Electrician	\$ _____	hour	\$ 30,000
3003	Transmission Repair Specialist	\$ _____	hour	\$ 40,000
Option Year 3 – Total Not-to-Exceed				\$105,700

B. Parts Price

Percentage of Discount or Mark Up (circle one) Offered _____ %
 Type of Price List (dealer, jobber, etc) _____
 Price List Number _____
 Date of Price List _____
 Price List Column on which the discount is based (e.g. distributor, net, wholesale). _____

B.4.5 OPTION YEAR 4

A. Labor and Maintenance

Contract Line Item No. (CLIN)	Item Description	Fixed Hourly Labor Rate	Unit	Not-To-Exceed Annual Amount
4001	Automotive Mechanic	\$ _____	hour	\$ 35,700
4002	Automotive Electrician	\$ _____	hour	\$ 30,000
4003	Transmission Repair Specialist	\$ _____	hour	\$ 40,000
Option Year 4 – Total Not-to-Exceed				\$105,700

B. Parts Price

Percentage of Discount or Mark Up (circle one) Offered _____ %
 Type of Price List (dealer, jobber, etc) _____
 Price List Number _____
 Date of Price List _____
 Price List Column on which the discount is based (e.g. distributor, net, wholesale). _____

B.5 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.12.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia, Department of Public Works, Fleet Management Administration is seeking the services of a contractor, qualified to perform warranty and non-warranty work on Dodge vehicles, to provide maintenance and repair services for approximately 335 pieces of Dodge light equipment (See Attachment J.8 – Vehicle Inventory). The Contractor shall provide all management, supervision, administration, skilled personnel, facilities test and diagnostic equipment, tools and expendables to perform corrective and preventive services at the Contractor's facility. All maintenance and repair work performed by the Contractor must meet original equipment manufacturer's specifications and warranties. The Department of Public Works, Fleet Management Administration's objective is to reduce fleet downtime and cost, while increasing reliability and protecting the City's overall investment in its fleet.

The scope of maintenance and repair services will include, but is not limited to the following:

- Vehicles (cars, vans, pickups)
- Preventive maintenance;
- Inspections;
- Remedial repairs
- Repairs necessitated by accident, abuse, and vandalism;
- Road Service;
- Tire Service;
- Towing;
- Welding and fabrication;
- Vehicle Inspections
- Other related services required to assure the effective and economical operation of the city's fleet.

C.1.1 DEFINITIONS

C.1.1 Original Parts: Parts that are produced only by the original equipment manufacturer (OEM).

C.1.2 Common Parts: Parts that are produced by more than one manufacturer; and are available from more than one source for supply in the competitive commercial replacement parts system.

C.1.3 Rebuilt Parts: Parts that since last subjected to use have been dismantled and reconstructed as necessary.

C.1.4 Gross Vehicle Weight: means the maximum legal weight at which a vehicle can be operated; the total weight of a fully equipped truck, payload (cargo) and passengers.

- C.1.5 General Repairs:** repair and replacement of parts on vehicle, equipment assemblies and sub-systems for the purpose of returning inoperable equipment to an operable condition with performance as prescribed by the equipment's performance manual.
- C.1.6 Expendable supplies:** includes items of supply that are consumed or lose their identity in use, or items issued by the shop and used for general use. These include paper, pencils, soaps, degreasers, solvents, rags, clamps, hoses, clamps, nuts, bolts, lubricants, grease, and fluids.
- C.1.7 Hazardous waste disposal:** includes a by-product of any repair of automotive equipment. This waste has to be handled and disposed of in an environmentally friendly manner to preclude potentially dangerous interaction with human beings or the environment.
- C.1.8 Automotive Equipment:** means cars, trucks, semi-trailers tractors, semi-trailers and motorcycles and related wheeled and self-propelled vehicles.
- C.1.9 Licensed Contractor:** means a contractor or contractor's employee possessing valid credentials received from an accredited educational institute or school in preparation to perform automotive repairs on motor vehicles in the District of Columbia (DC) along with the contractor ensuring that all applicable DC business licensing requirements such as a Certificate of Occupancy and a Clean Hands Certification are complied with under DC Code 47-2851, DC Municipal Regulation, Title 16 Chapter 6.
- C.1.10 Manufacturers' Warranty Repairs** – The standard and limited bumper-to-bumper warranty that the car manufacturers includes on every new vehicle for the purpose of covering, repairing, and warranting all factory-installed parts against defects and workmanship at no charge to the owner.
- C.1.11 Recall Repairs** - A recall is a notice sent by a vehicle manufacturer to owners of a vehicle advising them that the vehicle has or may have a serious defect that may compromise the safety of the vehicle and that the service departments of that manufacturer's dealers will make any necessary replacements or repairs free of charge.
- C.1.12 Technical Service Bulletin (TSB)** – TSBs are issued by the manufacturer for less serious problems that affect the normal operation of the vehicle. Sometimes called "secret warranties," TSBs cover known problems and provide repair instructions for service technicians and accordingly are distributed to all of the manufacturer's dealerships.
- C.1.13 Maintenance Repairs** - This is the normal, routine maintenance that is recommended by the manufacturer of your vehicle to keep the vehicle in optimum condition. These include such things as oil changes, tune-ups, checking fluid levels, tire rotations, wheel alignments, belts, hoses and others as described in your owner's manual.
- C.1.14 Alternative Fuel** - Alternative fuels are derived from resources other than petroleum. Some are produced domestically, reducing our dependence on imported oil, and some are derived from renewable sources.

C.2 BACKGROUND

The Department of Public Works (DPW-FMA) maintains a fleet of about 3,000 vehicles and equipment yearly (Of the 3,000, approximately 335 are Dodge light equipment), which must be in good working condition when conducting District government business and services. Achieving this standard requires warranty, recall, TSB, maintenance and general repair service to be performed by an experienced, licensed Contractor who can deliver quality and timely services to the District. Not providing timely and satisfactory services results in equipment unavailability and unnecessary downtime that impedes upon the District Government's ability to provide timely and efficient services to its customers and residents. The Contractor shall perform timely and quality repair work on the District's vehicles and equipment in accordance with the manufacturer's guidelines at the Contractor's facility. Approximately 85 pieces of equipment may be sent to the Contractor on an annual basis.

C.3 GENERAL REQUIREMENTS

C.3.1 The Contractor shall provide technical oversight, personnel, equipment, tools, materials, training, including training where required, supervision and other items and services necessary to perform warranty, recall and standard maintenance repair work, invoicing and reporting.

C.3.2 The Contractor shall make repairs and replace failed vehicle components on the District's light, equipment manufactured by Dodge. The Contractor is to provide all parts, labor, equipment, materials, tools, transportation and supervision necessary for warranty and maintenance and repair services.

C.3.3 When a vehicle is received by the Contractor for repair, the Contractor shall prepare and submit a written cost estimate for repairs and submit it to the Contract Administrator (CA) for approval prior to commencing repairs. The Contractor shall submit the estimate to the CA within 24 hours after receipt of the vehicle. The Contractor shall ensure that any applicable discounts are printed or clearly hand-written on an estimate and final service invoice.

C.3.4 Prior to contract award, the Contractor must provide to the CA a copy of qualifications and certification in support of being an authorized repair facility to perform warranty and recall work as designated by the manufacturer.

C.4 REPAIR SERVICES

C.4.1 WARRANTY, RECALL AND TECHNICAL SERVICE BULLETIN

C.4.1.2 The Contractor, as an authorized dealer, shall perform manufacturers' warranty repairs on Dodge vehicles delivered by the District for repair service.

C.4.1.3 The Contractor's maximum turnaround time for completing warranty, recall and TSB work shall be within 24 hours from the date vehicle is delivered to the Contractor on an 8-hour work day schedule. It is essential that Contractor adhere to the District's

turnaround guidelines in meeting the established performance measures for completion of automotive repair work. If the Contractor is unable to provide warranty or recall work within 24 hours turnaround time, the Contractor shall notify the designated FMA CA (Contract Administrator) in writing of the reason. All warranty and recall repairs shall be performed in conjunction with prescribed automotive safety standards and established labor hours governing the type of warranty repair.

C.4.2 GENERAL REPAIR WORK

- C.4.2.1** Occasionally, the Contractor will be required to perform general repairs to Dodge Light unleaded and AFV vehicles. The work includes but is not limited to the following:
- C.4.2.2 Engine:** tune-up/check engine and warning lights, cranking system, starter, alternator, injection pump, glow plug system, emissions control, intake heater, electronic engine control, and all other related engine components.
- C.4.2.3 Heating and Air Conditioning (AC):** which includes fan motors, thermostats, heater control valves, heater coil assemblies, defrost assemblies and compressor clutch assemblies, compressors, condensers, receivers, dehydrators, evaporators, hoses, AC controls, relays, switches, accumulators and other related components.
- C.4.2.4 Fuel Systems:** which includes fuel pumps, fuel filters, throttle bodies, air filter assemblies, injectors, fuel tanks, fuel lines, computers, relays, and all related components as it applies to the fuel system.
- C.4.2.5 Electrical and Charging Systems:** which includes computers, batteries, battery monitoring and cable, generator, and regulator lighting systems, fuses, starting systems, charging systems, warning systems, wiring harnesses, electric seats, lock and window controls and all related components.
- C.4.2.6 Instrumentation and Wiring System:** includes instrument cluster and panel lamination warning devices and all other components as it relates to instrumentation and wiring system.
- C.4.2.7 Electronic Devices:** which includes communication modules, sensors, electronic and brake control modules and all other related electronic device components.
- C.4.2.8 Power Trains:** which include engine, transmission (automatic and manual), Power Take Off (PTO), driveline, transmission computer (ECM), transfer case, propeller shafts and U joints, differentials and rear axles and all other related power train components.
- C.4.2.9 Steering:** which includes power steering, steering linkage, steering column, ignition switch, and all other related steering components.
- C.4.2.10 Front/Rear-End: Alignments; Axles, Steering and Suspensions,** which are inclusive of all required components, front and rear end alignments, front axles and front steering assemblies, ball joints, control arms, sway bars, strut rods, bushings and springs.

C.4.2.11 Brake and Valves: which includes parking and actuation components – hydraulic brakes, air brakes, anti-lock control devices, auxiliary brake system and all other related brakes/ABS system components.

C.4.2.12 Differential Carrier System: which includes Ring and Pinion gears, seals, shims, end cups, gaskets, yoke and associated components.

C.4.3 The Contractor's turnaround time for completing general repair work to the brake system, starter, battery, and alternator replacement shall be within 48 hours from the date vehicle is delivered to the Contractor, except in cases involving an auto accident that require automotive body repairs; failure to the engine, electrical and transmission; or a parts delay. If the Contractor is unable to provide general repairs within the 48-hour period, the Contractor shall notify the designated FMA CA in writing of the reason and provide an alternative date for completion of the repair work.

C.4.4 All general repairs shall be performed in conjunction with prescribed automotive safety standards and established labor hours governing type of repair. In the event requested repair work exceeds 48-hours and the cost estimate originally provided to FMA exceeds \$300.00, the Contractor must obtain additional authorization from FMA concerning the proposed new cost estimate prior to commencement of any repairs.

C.4.5 MAINTENANCE REPAIRS

When FMA delivers a vehicle to the Contractor for maintenance repairs, the Contractor shall prepare and submit a written cost estimate for the repairs and submit it to the CA for approval prior to commencing repair work. The Contractor shall submit the estimate to the CA within twelve (12) hours after receipt of vehicle, provided Contractor has determined the appropriate repair to correct condition. The Contractor shall ensure that any applicable discounts are printed or clearly hand-written on a final service invoice.

C.4.5.1 Maintenance work shall consist of repair and replacement of vehicle components/parts as recommended by the car manufacturer. These parts should be consistent with the Original Equipment Manufacturers (OEM) requirements to maintain optimum vehicle operations in the following areas, but not limited to:

C.4.5.1.1 Air filter and fuel filter changes: which includes OEM replacement air filters and fuel filters.

C.4.5.1.2 Fluids: which includes OEM fluids.

C.4.5.1.3 Belts and hoses: which includes OEM belts and hoses.

C.4.5.1.4 Automatic Transmission filter: which includes OEM automatic transmission filters service

- C.4.5.2** The Contractor shall complete maintenance work in 24 hours or less turnaround time from the date vehicle is delivered to the Contractor. The fixed hourly labor rate for maintenance work is listed under Section B.4-Price Schedule.
- C.4.5.3** The Contractor shall obtain approval by the CA prior to the commencement of labor work for Maintenance Repair estimates exceeding \$500.00 per vehicle.
- C.4.5.4** The Contractor shall have access to an adequate inventory of special parts for non-common repairs to ensure an effective method of providing and completing repair services rendered to the District.
- C.4.5.5** The Contractor shall supply any needed repair/replacement parts for the use in repairing light equipment.
- C.4.5.5.1** Unless otherwise authorized by the CA, replacement parts shall be equal to or exceed and conform to Original Equipment Manufacturers (OEM) specifications or standards.
- C.4.5.5.2** Failure to provide replacement parts of such quality shall be cause for their rejection.

C.5 REPAIR/REBUILT PARTS SUPPLIED BY THE CONTRACTOR

- C.5.1** Only when authorized by the CA, the Contractor shall use repaired/rebuilt parts that are equal to or exceed to the original manufacturer's specifications or standards. Rebuilt parts shall carry a minimum 90-day parts and labor warranty. The Contractor shall furnish proof of parts warranty to CA immediately after installation.
- C.5.2** Upon request by the CA, the Contractor shall provide the parts removed during the repair of a vehicle, for verification purposes.

C.6 OPERATION AND WORK QUALITY

- C.6.1** The Contractor shall have established business hours (Monday – Saturday, from 7:30a.m. – 4:45 p.m.) adequate facilities to accommodate the general repairs of light equipment, including skilled personnel to perform the work specified herein.
- C.6.2** The Contractor shall ensure that the appropriate key personnel (refer to section H.11) are knowledgeable about the contract requirements contained herein as it relates to the provision of general repairs, work quality, warranty, and invoicing.
- C.6.3** The Contractor shall perform an inspection or diagnostic test of the vehicle/equipment and report its findings to the CA within 24 hours after receipt of vehicle, with a written estimate of cost of repairs (labor hours x hourly rate) and an estimate for the time to complete work (turnaround time).
- C.6.3.1** A written work order shall be issued prior to the commencement of any repair work. Both parties shall schedule a period of time to pickup vehicle/equipment, if warranted. A hard copy of the work order shall be delivered to the Contractor at the time of equipment

Repair Services for Dodge light duty equipment

pick or delivery. It is anticipated that the District will deliver most of the equipment. The work order shall contain the following information:

- a. The vehicle/equipment type,
- b. Description of failure and repairs to be completed,
- c. The location of vehicle/equipment,
- d. VIN and license plate number,
- e. Name and the signature of an authorized DPW-FMA representative.

C.6.4 If the estimate cost for repairs or the turnaround time appear unreasonable based upon prior work or prevailing rates in the industry, the District reserves the right to negotiate these estimates or obtain services on the open market, subject to prior approval of the Contracting Officer.

C.6.5 The Contractor shall include, in its written estimate and final invoice, the following information:

- a. Vehicle license plate number, make, model and Vehicle Identification Number (VIN).
- b. Mileage at the time of repair.
- c. An itemized bill of labor hours and parts used per repair, materials and cost associated with each individual repair.
- d. The actual date repair is completed.

C.7 TRANSPORT

C.7.1 The Contractor shall provide emergency recovery and transportation services for vehicles or equipment needing repair from various DC Government agencies/locations in the D.C. metropolitan area. The District will pay the Contractor a flat rate of \$65.00 for any tows in excess of four (4) tows per year for light equipment.

C.8 LICENSE AND CERTIFICATION

C.8.1 The Contractor's employees assigned to service or repair work shall have Automotive Service Excellence ASE, or manufacturer certification (with a minimum of one year certification).

C.9 DISPOSAL OF HAZARDOUS MATERIAL

C.9.1 The Contractor shall comply with Environmental Protection Agency regulations and guidelines for the disposal of hazardous material.

C.9.2 The Contractor shall provide, upon request, a copy of a standard form of transportation manifest showing that all hazardous materials were properly handled and disposed.

C.10 ALTERNATIVE FUEL SYSTEMS

The Contractor shall be experienced in repairing and adjusting compressed natural gas (CNG) and Ethanol (E85) systems.

C.11 REPORTING

C.11.1 DPW-FMA and the Contractor shall meet as needed and at a mutually agreed upon location to review and discuss any operational, personnel, work quality, invoice and service issues. The Contractor shall ensure that the required personnel possess the appropriate knowledge, skill and training pertaining to this agreement. Any unresolved issues, questions and inquiries pertaining to the execution of contracted services under a Contract award shall be addressed in writing to the Contracting Officer with a copy to DPW-FMA's CA specified in section G.9.2 of this contract.

SECTION D: PACKAGING AND MARKING

This section is not applicable.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies, and clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.1.1** The District reserves the right to inspect all service and repair work performed in accordance with the terms of this contract.
- E.1.2** Any items found not in accordance with the specifications herein shall be rejected both orally and in writing.
- E.1.3** A notice of rejection shall be issued to the Contractor within 48 hours (2 working days) of the rejection highlighting the reason for non-acceptance.
- E.1.4** Correction or replacement cost for rejected parts and services shall be borne by the Contractor.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the contract.

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

F.3 DELIVERABLES

SOW Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.3, C.6.5	Written Estimate for repair service	1	Electronic and hard copy to CA	With 24 hours after received of vehicle
C.4.4	Notification of alternative completion date	1	Electronic and hard copy to CA	Before end of 48-hour repair period
C.5.1	Parts and Labor Warranty	1 Copy	Electronic and Hard Copy to CA	After Installation of Repaired/Rebuilt Parts
C.5.2	Removed parts for verification	1	Delivery to CA	Upon Request
C.6.3.1	Work Order	1	Electronic and Hard Copy to CA	Prior to commencing repairs

SOW Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.9.2	Transportation manifest for Hazardous waste disposal	1	Hard Copy to CA	Upon Request

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.4 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.

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 Contract Administrator (CA) specified in Section G.9.2 below. The address of the CFO is:

Name: Department of Public Works
Office of the Controller/Agency CFO
Address: 2000 14th Street, N.W. 6th Floor
Washington, D.C. 20009
Telephone: 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.4.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The District will pay the Contractor for the actual hours worked plus parts in accordance with the Price Schedule in section B.4 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.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day

after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Flow Down Requirement for Subcontractors

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

G.7 CONTRACTING OFFICER (CO)

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

Gena Johnson
Contracting Officer
Department of Public Works
2000 14th Street NW 6th Floor
Washington, D.C. 20009
(202) 671-2300

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 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

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G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Marshall Patton
Department of Public Works
Fleet Management Administration
1725 15th Street N.E.
Washington, D.C. 20002
(202) 541-9315

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 WAGE DETERMINATION

H.1.1 The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No.: 9, dated 06/09/10, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this contract. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment

H.2 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.3 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 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.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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- (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.4.3 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.4.4 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.4.5 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.4.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 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.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 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

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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.4.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 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 CA.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, 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.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 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.5.1.1 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.5.2 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.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any loss or damage to the automotive repair of the Dodge light duty equipment, interior, or their approaches in delivering equipment covered by this contract. DPW reserves the right to conduct any tests or inspections deemed necessary to ensure goods or services conform to the specification.

H.7 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.8 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.9 WARRANTY

H.9.1 Unless specified otherwise in this contract, the contractor's standard commercial warranty as stated in the commercial pricelist, will apply to this contract. In addition to the contractor's standard commercial warranty, the contractor's warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Except as otherwise provided by an express or implied warranty, the contractor's will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

H.9.2 The Contractor shall guarantee all work, equipment and materials provided against defects in workmanship; and shall satisfactorily correct, at no cost to DPW, any defect that may become apparent within a period of 90-days after acceptance of work by DPW. The warranty period shall commence upon date of acceptance, inspection and approval by DPW personnel only. If the Contractor's standard warranty period exceeds 90-days, then the standard warranty period shall apply.

H.9.3 The Contractor shall be notified in writing of a fault, deficiency, or error in the work provided within 90-days from acceptance of the work, the Contractor shall at DPW option, either re-perform portions of the work to correct the fault, defect or error, at no additional cost to DPW, or refund to DPW the charges paid, which is attributable to the portions of the faulty, defective or erroneous work, including the cost to re-perform the work.

H.9.4 Parts furnished under the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. The warranty period for contract provided materials shall be for a period of 90-days after acceptance of the installation or within the manufacturer warranty, whichever is greater. The warranty period shall commence upon date of acceptance by the CA. If the contractor's standard warranty period exceeds 90-days, then the standard warranty period shall apply. Contractor shall provide the CA with all manufacturers' warranty documents.

H.10 WAY TO WORK AMENDMENT ACT OF 2006

- H.10.1** Except as described in H.10.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.10.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.10.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.10.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.10.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.10.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
- H.10.8** The requirements of the Living Wage Act of 2006 do not apply to:
1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat 163; 26 U.S.C. §501 (c) (3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.12 SUBCONTRACTING REQUIREMENTS

H.12.1 Mandatory Subcontracting Requirements

H.12.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.12.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.12.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1.1 and H.12.1.2.

H.12.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.12.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.12.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.12.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.12.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.12.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.12.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.12.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.12.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.12.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.12.3.1 The dollar amount of the contract or procurement;

H.12.3.2 A brief description of the goods procured or the services contracted for;

H.12.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.12.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.12.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.12.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.12.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.12.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.12.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.12.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.12.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject

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to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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 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 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE:

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

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

Repair Services for Dodge light duty equipment

- E. 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.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

I.9 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Gena Johnson
Contracting Officer
Department of Public Works
2000 14th Street NW 6th Floor
Washington, D.C. 20009
Phone (202) 671-2300
Email: Gena.Johnson@dc.gov

I.10 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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.12 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.

I.13 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: LIST OF ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2103, revision No. 9, dated 6/09/10
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Vehicle Inventory

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:

Repair Services for Dodge light duty equipment

- 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.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.7

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 **multiple** contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

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-2010-B-0190, Repair Services for Dodge light duty equipment)."**

L.2.2 The Bidder shall provide a copy of the applicable jobber's list price and discount rate for review at time of opening bids.

L.2.3 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid, including completed attachments J.4 and J.7, certifications in section K, documentation of legal status referred to in section L.15, and Key personnel identification referenced in section L.17.2.

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

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

L.2.6 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

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

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

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

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) 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.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has 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.10 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, (Officer, Office of Contracting and Procurement, 2000 14th Street, N.W. 6th Floor, Washington, D.C. 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.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which

are apparent prior to bid opening or the time set for receipt of initial 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.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general 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.13 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.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 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.15.3 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.16 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, including the special standards of responsibility listed in L.16.8 below. The prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

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

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

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

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

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

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

L.16.8 Evidence that prospective contractor's employees to be assigned to the contract have the required certification, training and experience stated in C.8.1.

L.16.9 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.17. KEY PERSONNEL

L.17.1 The following positions are considered to be key personnel for this contract: Service Manager, Shop Manager and Foreman.

L.17.2 The bidder shall set forth in its proposal the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

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

M.1.2 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 is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

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

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

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

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

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.