SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Tow Trucks/ Wreckers	1	43

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCKT-2011-B-0159	X Sealed Bid (IFB) Sealed Proposals (RFP)< Sole Source Human Care Agreements Emergency	9/30/2011	X Open Set Aside Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Office of Contracting and Procurement Transportation Specialty Equipment Group 2000 14th Street, N.W., 6th Floor Washington, DC 20009	Office of Contracting and Procurement Transportation Specialty Equipment Group 2000 - 14th Street, N.W., 3rd Floor Bid Room (Reeves Center) Washington, DC 20009

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at Bid Room (Reeves Ctr) 2000 14th St. NW, 3rd Floor until 2:00 (Hour) local time 5-Oct-11 (Date)

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

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Aaron Holland	202	671-2293		aaron.holland@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

Government of the District of Columbia — Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, on behalf of the Department of Public Works (DPW), is seeking a contractor to provide two (2) 2012 Recovery/Tow Truck with Self Loading Quick-Pick Wheel Lift with Aluminum Body

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

B.3 PRICE SCHEDULE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity	Total Price
0001	2012 Recovery/Tow Truck with Self Loading Quick-Pick Wheel Lift with Aluminum Body	**$_____ ea**	**2**	**$_____**

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The District is seeking a contractor to provide two (2) 2012 Recovery/Tow Truck with Self Loading Quick-Pick Wheel Lift with Aluminum Body.

C.2 REQUIREMENTS

The Contractor shall deliver vehicles, components, assemblies and accessories under this contract that meet or exceed the requirements of these specifications. All chassis items shall be as represented in the chassis manufacturer's technical manual book. Special bodies or mounted equipment shall be as represented in the body and equipment manufacturer's technical manual. The chassis model furnished shall not be older than the chassis manufacturer's current model on the date of issuance of this solicitation. The vehicles shall comply with all applicable Federal Motor Vehicles Safety Standards (FMVSS) and Americans with Disabilities Act (ADA) requirements. FMVSS website is: http://www.nhtsa.dot.gov/cars/rules/import/FMVSS/index.html.

C.2.1 CLIN 0001: The Contractor shall provide two (2) 2012 Recovery/Tow Truck with Self Loading Quick-Pick Wheel Lift with Aluminum Body that meets, at minimum, the following specifications:

C.2.1.1 Warranty

C.2.1.1.1	Bidder shall provide manufacturer's normal warranty **State warranty _____**	**Required**

C.2.1.2 Safety Equipment

C.2.1.2.1	First Aid Kit: Mounted in cab **(State model offered) _____**	**Required**
C.2.1.2.2	2.5 lb. ABC dry chemical type, fire extinguisher mounted in cab	**Required**
C.2.1.2.3	10 lb. ABC dry chemical type, fire extinguisher mounted in right front horizontal compartment	**Required**
C.2.1.2.4	Triangle Kit	**Required**
C.2.1.2.5	Back-up alarm: Horn or buzzer type	**Required**
C.2.1.2.6	Dual note horn	**Required**

C.2.1.2.7	Driver and Passenger Airbags	**Required**
C.2.1.3	**Vehicle**	
C.2.1.3.1	2012 Dodge W-5500 SLT 4X4 Regular Cab	**Required**
C.2.1.3.2	Wheelbase: Maximum: 144.5 inches **(State wheelbase offered) _____**	**Required**
C.2.1.3.3	Color: Bright White or **equal**	**Required**
C.2.1.4	**Gross Vehicle Weight Rating (GVWR)**	
C.2.1.4.1	Minimum: 18,750 pounds **(State GVWR Offered) _____**	**Required**
C.2.1.4.2	Front axle weight rating: minimum: 7,000 **(State front axle weight rating) _____**	**Required**
C.2.1.4.3	Weight Distribution Chart: All bidders are **REQUIRED** to supply a Factory certified weight distribution chart, showing the weight on each Of the axles **EMPTY** and **FULLY LOADED**	**Required**
C.2.1.4.4	Cab to Axle: Minimum: 60 inches **(State inches offered) _____**	**Required**
C.2.1.5	**Chassis**	
C.2.1.5.1	Frame Type: Ladder, Stable Platform	**Required**
C.2.1.5.2	Color: Black	**Required**
C.2.1.5.3	Front bumper: Heavy duty minimum: 24” height	**Required**
C.2.1.5.4	Front tow hooks: 2	**Required**
C.2.1.5.5	Power windows and door locks	**Required**
C.2.1.5.6	Running Board; Diamond Plate	**Required**
C.2.1.5.7	Rubberized-Faced Push Bumper and Grille Guard or **equal**: **(State height and width) _____**	**Required**
C.2.1.5.8	Self manual loading dollies with 4.80 inch tires with aluminum axles	**Required**

C.2.1.5.9	Four switch "power-up" switch panel	**Required**
C.2.1.6	**Suspension**	
C.2.1.6.1	Front type: Heavy Duty Shock Absorbers **(State make and model offered) _____**	**Required**
C.2.1.6.3	Rear type: Heavy Duty Shock Absorbers **(State make and model offered) _____**	**Required**
C.2.1.7	**Wheels**	
C.2.1.7.1	Spare: 19.5 inch polished or simulated aluminum	**Required**
C.2.1.8	**Tires**	
C.2.1.8.1	Front: All weather	**Required**
C.2.1.8.2	Rear: Mud + Snow	**Required**
C.2.1.8.3	Spare; Mud + Snow	**Required**
C.2.1.9	**Steering**	
C.2.1.9.1	Full Power steering	**Required**
C.2.1.9.2	Steering column: Tilting	**Required**
C.2.1.10	**Brakes**	
C.2.1.10.1	Type: 4- wheel ABS	**Required**
C.2.1.10.2	Parking brake type: Standard manufacture	**Required**
C.2.1.11	**Engine**	
C.2.1.11.1	Type: 6.7 Liter I6 Cummins Turbo Diesel	**Required**
C.2.1.11.2	Cold Weather Start; Automatic integrated aid start system	**Required**
C.2.1.11.3	Net S.A.E. minimum horsepower: 235 @ rated RPM **(State horse power offered) _____**	**Required**
C.2.1.11.4	Torque: Minimum: 500 torque lbs @ rated RPM	**Required**

	(State torque offered) _____	
C.2.1.12	**Cooling System**	
C.2.1.12.1	Coolant: Permanent type antifreeze with protection to 34 degrees Fahrenheit	**Required**
C.2.1.12.2	Pressurized series flow	**Required**
C.2.1.13	**Transmission**	
C.2.1.13.1	Type: minimum 4 speed automatic **(State make and model offered) _____**	**Required**
C.2.1.13.2	Transmission cooler	**Required**
C.2.1.13.3	Electric shift on the fly 4x4	**Required**
C.2.1.14	**Differential**	
C.2.1.14.1	Anti-Spin Differential Rear Axle	**Required**
C.2.1.15	**Electrical**	
C.2.1.15.1	Dual 12 Volt negative ground	**Required**
C.2.1.15.2	Battery: Minimum: 730 cca/78 amp	**Required**
C.2.1.15.3	Alternator: minimum: Single 180 amp or equal	**Required**
C.2.1.15.4	OEM idle control for manual operation	**Required**
C.2.1.15.5	Clutch pump: single pump to minimum generate seven (7 gallons per minute) GPM @ 1000 RPM's	**Required**
C.2.1.16	**Fuel System**	
C.2.1.16.1	Fuel tank: minimum: 52 U.S. gallons **(State capacity offered) _____**	**Required**
C.2.1.16.2	Separator: heated water/fuel	**Required**
C.2.1.16.3	Vehicle shall be equipped with an EJ Ward Conceiver (VIT) automated fuel system.	**Required**
	Contact: Lee Christensen	

EJ Ward Inc.
Phone: (210) 824-7383

C.2.1.17	**Exhaust System**	
C.2.1.17.1	Horizontal with heat shield	**Required**
C.2.1.18	**Exterior**	
C.2.1.18.1	Color: White	**Required**
C.2.1.19	**Interior**	
C.2.1.19.1	Color: Painted surface – White	**Required**
C.2.1.19.2	Color: Non-painted surface – Gray	**Required**
C.2.1.20	**Seating**	
C.2.1.20.1	Heavy-Duty Cloth 40/20/40 split bench seat	**Required**
C.2.1.21	**Insulation**	
C.2.1.21.1	Manufacturer's sound package not to exceed 79 decibel prior to body Installation	**Required**
C.2.1.21	**Heat/Defrost/Air Conditioner**	
C.2.1.21.1	Multi-speed	**Required**
C.2.1.21.2	Manual CFC free (R134-A)	**Required**
C.2.1.22	**Instrumentation**	
C.2.1.22.1	Hour meter	**Required**
C.2.1.22.2	Transmission temperature gauge	**Required**
C.2.1.22.3	Air intake restriction gauge	**Required**
C.2.1.22	**Radio**	
C.2.1.22.1	AM/FM Stereo CD Player/digital clock	**Required**
C.2.1.23	**Mirrors**	

C.2.1.23.1	Left door: Heated power foldaway with 8” convex below	**Required**
C.2.1.23.2	Right door: heated power foldaway with remote control and 8” convex below	**Required**
C.2.1.23.3	Rear view mirror: inside cab	**Required**
C.2.1.24	**Body (Heavy Duty: Minimum: 86 inches Wide) (Aluminum Body)**	**Required**
C.2.1.24.1	Body must conform to the cab	**Required**
C.2.1.24.2	Hot Century Express 312 self loading Tow Truck with recovery boom or **equal (State make and model offered)** _____	**Required**
C.2.1.24.3	Color: Bright white or equal (require paint to be rust resistant)	**Required**
C.2.1.24.4	Conspicuity tape: each side and rear	**Required**
C.2.1.24.5	Deweeze Clutch Pump Kit is mandatory **(No Exceptions)**	**Required**
C.2.1.24.6	In-cab remote control pendant on cord w/4 functions	**Required**
C.2.1.24.7	Safety Straps: one (1) pair required	**Required**
C.2.1.24.8	Basker Straps: one (1) pair	**Required**
C.2.1.24.9	Safety Chains: in rear pockets	**Required**
C.2.1.24.10	Two (2) sided storage compartments	**Required**
C.2.1.24.11	Mud Guards: rear of rear axle (**NO ADVERTISEMENT)**	**Required**
C.2.1.24.12	Power Boom Elevation w/ holding valve	**Required**
C.2.1.24.13	Wiring Harness with Junction Box	**Required**
C.2.1.24.14	Dual Controls: Each side	**Required**
C.2.1.24.15	Power Fold for Stinger Storage	**Required**
C.2.1.24.16	Self Centering Crossbar with 3” Pivot Pin	**Required**
C.2.1.24.17	Roller guided Hose Tacking system	**Required**

C.2.1.24.18	Auto Load Tow, Sling, Integrated Module	**Required**
C.2.1.24.19	Dolly-Aluminum Constructed-mount on top back of the body	**Required**
	A. Tire Size 4.80 - 8	
C.2.1.24.20	Capacities/ratings	
	A. Lift Rating: minimum: 4,000 lbs.	**Required**
	B. Tow Rating; minimum: 7,500 lbs.	**Required**
	C. Wheel Lift:	**Required**
	D. Retracted distance from Tailgate: minimum: 41”	**Required**
	E. Extended distance form Tailgate: minimum: 74”	**Required**
	F. Maximum Hydraulic Extension: minimum: 29”	**Required**
	G. Dual Winch System:	**Required**
	(State variable speed offered)_____	
	H. Air or Manual release free wheel	**Required**
	I. Cable tensioners	**Required**
	J. Cable: Extra improved plow steel 6x37 IWRC	**Required**
	K. Diameter: 3/8 Inch	**Required**
	L. Length: 75 Feet	**Required**
	M. Boom: Lift height from ground to hook at minimum elevation at 114 inches at 32 degrees with a maximum lift at 135 inches	**Required**
	(State lift height and lift inches offered)_____	
	N. R-83” / E-116” boom rating at boom swivel: (R) etracted – 16,000 lbs. minimum (E) xtended – 4,000 lbs. minimum	**Required**

C.2.1.25 **<u>Lighting</u>**

C.2.1.25.1	Light Plyon	**Required**
C.2.1.25.2	Four (4) head hide-away strobe system (Blue/White)	**Required**
C.2.1.25.3	Eight (8) head strobe light bar light, all blue/white lens front and rear 54” whelen light bar, liberty series	**Required**
C.2.1.25.4	Two (2) six 6 inch chrome upper work lights- Halogen Hook Up Lamps	**Required**
C.2.1.25.5	Lower work lights	**Required**

C.2.1.30 **<u>Contractor Data</u>**

The Contractor shall provide the following items with each vehicle delivered:

C.2.1.30.1	One (1) copy of manufacturer's statement of origin for the motor vehicle	**Required**
C.2.1.30.2	One (1) copy of the operators manual	**Required**
C.2.1.30.3	One (1**)** copy of the shop manual	**Required**
C.2.1.30.4	One (1) copy mounted equipment. Shop manual	**Required**
C.2.1.30.5	One (1) copy of the electrical and vacuum technical manual	**Required**
C.2.1.30.6	One (1) copy of the parts book with illustrated parts breakdown (IPB)	**Required**
C.2.1.30.7	One (1) copy of mounted equipment. Parts book with (IPB)	**Required**
C.2.1.30.8	List of critical parts that are needed for initial preventative maintenance Program	**Required**
C.2.1.30.9	One (1) CD Rom (to include the shop manual, electrical and vacuum Technical manual and parts book with (IPB)	**Required**
C.2.1.30.10	Four (4) sets of keys	**Required**

SECTION D: PACKAGING AND MARKING

D.1 The Contractor shall not install any trade names or decals.

D.2 The Contractor shall provide vehicles that meet all federal and state laws when delivered.

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, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

E.2 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the vehicle/s to be furnished under this order at the destination to ensure that the vehicle/s conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 240 days from the date of award specified on the cover page of the contract. The Contractor shall deliver the vehicles no later than 240 days from receipt of the order.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

CLIN	Deliverable	Qty	Format/ Method of Delivery	Due Date
0001	Recovery/Tow Truck with Self Loading Quick-Pick Wheel Lift with Aluminum Body	2	F.O.B. destination	No later than 240 days after receipt of order
	Manufacturer's statement of origin for the motor vehicle	1	F.O.B. destination	To accompany vehicles as delivered.
	Operating Manual	1	F.O.B. destination	To accompany vehicles as delivered.
	Shop Manual	1	F.O.B. destination	To accompany vehicles as delivered.
	Mounted Equipment. Shop Manual	1	F.O.B. destination	To accompany vehicles as delivered.
	Electrical and Vacuum Technical Manual	1	F.O.B. destination	To accompany vehicles as delivered.
	Parts book with illustrated parts breakdown with (IPB)	1	F.O.B. destination	To accompany vehicles as delivered.
	Mounted Equipment. Parts book with (IPB)	1	F.O.B. destination	To accompany vehicles as delivered.
	List of critical parts that are needed for initial preventative maintenance Program	1	F.O.B. destination	To accompany vehicles as delivered.

	CD Rom (to include the shop manual, electrical and vacuum Technical manual and parts book with (IPB)	1	F.O.B. destination	To accompany vehicles as delivered.
	Four Sets of Keys	4	F.O.B. destination	To accompany vehicles as delivered.

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in Section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2

F.3 DELIVERY LOCATION:

Gregory Harrelson
Department of Public Works
Fleet Management Administration
1725 15th St, N.E.
Washington D.C. 20002

SECTION G: CONTRACT ADMINISTRATION

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 with concurrent copies to the Contracting Officer Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Accounts Payable
2000 14th Street, NW, 6th Floor
Washington, DC 20009

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 (date invoices as of 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.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

a) Completion and acceptance of vehicles; 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 to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Gena Johnson
Office of Contracting and Procurement
Transportation and Specialty Equipment Commodity Group
2000 14th Street, NW, 6th Floor
Washington, DC 20009
202-671-2205
Gena.johnson@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO 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 CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract**.** The COTR 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;

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 COTR is:

Gregory Harrelson
Department of Public Works
17325 15th Street, N.E.
Washington, DC 20002
202-576-6786
gregory.harrelson@dc.gov

G.9.3 The COTR 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 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.1.1.1 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.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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.2 RESERVED

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasebility 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE

EMPLOYMENT AGREEMENT

H.5.1 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.5.2 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:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the 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.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify 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.5.4 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.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
(2) Submit a request to the CO for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO 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 this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 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.8.2 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.8.3 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.8.4 The DOES 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.8.5 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.8.6 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.8.7 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.8.8 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 imminent 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.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION 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. 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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 RESERVED

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 CO. 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 CO 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 CO. 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 CO 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 CO 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 CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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.

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 CO 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 CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 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, sections A-M
(3) Standard Contract Provisions
(4) Contract attachments other than the Standard Contract Provisions
(5) IFB, as amended
(6) Bid

I.11 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: 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	RESERVED
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 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, 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 to the Mayor's Order 85-85. Bidder_____ has _____ has not filled 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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

_____

_____

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:

Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

K.6 TAX CERTIFICATION

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

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their

position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

_____

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 Each CLIN will be evaluated separately. The District intends, but is not obligated, to award a single contract for each CLIN resulting from this solicitation to the responsive and responsible bidder who has the evaluated lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit **a signed original and two (2) copies of its bid and descriptive literature (refer to L.20)**. 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-2011-B-0159 Tow Trucks".**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids. The bidder must clearly indicate that the proposed vehicles meet the terms in C.2 and the bidder can deliver the vehicles within the timeframe listed in section F.1. The bidder should note by each specification whether the proposed vehicles "Comply" or "Do Not Comply" with the stated specifications. Only bids that comply with all the specifications will be considered.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.5 The bidder must submit descriptive literature with its bid as outlined in section L.20.

L.2.6 RESERVED

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 pm local time on the date specified in Section A.9.

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 CO 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 CO. **Particularly, if the bidder has a question as to whether its product will meet the District's requirement. Questions regarding the specifications should be submitted prior to the bid opening date.** The prospective bidder shall submit questions no later than **10** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of bids. The District will furnish responses promptly to all 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 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 CO, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, 2000 14th Street, NW, 6th Floor, Washington, DC 20009, 202-671-2200, by letter or postcard whether they want to receive future solicitations for

similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.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 ten (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 bidder 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, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the

acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 RESERVED

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, 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 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8 to the Contracting Officer.

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 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.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L. 19 BRAND NAME OR EQUAL

L.19.2 As used in this clause, the term "brand name" includes identification of products by make and model.

L.19.3 If items called for by this IFB have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.

L.19.4 Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the IFB.

L.19.5 If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.

L.19.6 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

L.19.7 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

L.19.8 If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

L.19.9 Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

L. 20 REQUIREMENT FOR DESCRIPTIVE LITERATURE

L.20.1 Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

L.20.2 If the bidder submits already published, standard product literature which does not indicate that the proposed product meets all the required specifications, the bidder shall indicate if it proposes to modify the product so as to make it conform to the requirements of the IFB. If the product as shown in the standard product literature will be modified, the bidder shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

L.20.3 Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or

B. The CO, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

L.20.4 If there are inconsistencies between the descriptive literature and the bidder's "Comply"/ "Do Not Comply" responses to the requirements in section C, preference will be given to the bidder's responses to the requirements in section C.

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 for this procurement shall be applicable to prime contractors as follows:

M.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 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 locates 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.

M1.1.8 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 for this procurement 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 contracting officer 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.