

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		TYPE OF MARKET OPEN <input checked="" type="checkbox"/> SET-ASIDE <input type="checkbox"/> DCSS <input type="checkbox"/> GSA			PAGE OF PAGES 1 51	
1. REQUEST NO. 001	2. DATE ISSUED 12/18/2008	3. REQUEST/PURCHASE REQUEST NO. DCKA-2009-A-0036	4. NIGP COMMODITY CODE	CAPTION Written Translation Services		
5A. ISSUED BY DISTRICT DEPARTMENT OF TRANSPORTATION Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009			6. DELIVER BY <i>(Date)</i>			
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i> Ebony Elder 202-671-2278 or email ebony.elder@dc.gov			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Delivery Address)</i>			
10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE (See 5A and 5B above) ON OR BEFORE CLOSE OF BUSINESS <i>(Date and Time)</i> December 31, 2008		11. BUSINESS CLASSIFICATION <i>(Check appropriate boxes)</i> <input type="checkbox"/> SMALL <input type="checkbox"/> LOCAL <input type="checkbox"/> RESIDENT OWNED <input type="checkbox"/> LONG TIME RESIDENT <input type="checkbox"/> ENTERPRISE ZONE				
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
12. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	SEE ATTACHED PRICE SCHEDULE (Section B.5)					
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS	
		%	%	%	%	
14. NAME AND ADDRESS OF QUOTER <i>(Street, city, county, State and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION	
			17. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		18. TELEPHONE NO. <i>(Include area code)</i>	

NOTICE TO BIDDER

This is a Open Market DCSS
 Set-Aside GSA

CORRESPONDENCE INFORMATION

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

POINT OF CONTACT

All inquiries regarding this BPA should be referred to Ebony Elder, Contract Specialist, telephone No.202-671-2278.

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

1. DELIVERY:

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

2. DISCOUNT:

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

3. SET-ASIDE MARKET BID:

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

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

Certificate Date _____
Certificate No. _____
Expiration Date _____

4. TYPE OF BUSINESS ORGANIZATION:

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

5. PAYMENT IDENTIFICATION NO:

Please list below applicable vendor information:

Federal Taxpayer ID _____

Legal Name of Entity
Assigned this Number _____

Street Address and/or _____
Mailing Address

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

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

INVITATION TO RESPOND
STATEMENT OF INTENT TO ESTABLISH

BLANKET PURCHASE AGREEMENTS

INVITATION NO DCKA-2009-A-0036
CAPTION: Oral Interpretation Services

SECTION A: GENERAL REQUIREMENTS/CRITERIA FOR ACCEPTANCE

- A.1** The District of Columbia Government (District), District Department of Transportation (DDOT), Office of Contracting and Procurement (OCP) intends to execute a Blanket Purchase Agreement (BPA) for written translation services for use by the District. Suppliers shall provide all equipment, facilities, personnel, supervision and transportation required to perform the services or deliver the commodities.
- A.1.1** Provide a copy of license to do business in the District.
- A.1.2** Provide copy of certified Department of Small and Local Business Development (DSLBD) certification.
- A.1.3** Provide a copy of applicable licenses and/or industry certification necessary to perform the requirement.
- A.1.4** Submit Tax Certification Affidavit (Attachment I.2);
- A.1.5** If other than the manufacturer, the Supplier must submit with its response, either:
- A.1.5.1** A letter of commitment from the manufacturer which will assure the Supplier of a source of supply sufficient to satisfy the District's requirements for the agreement period, **OR**
- A.1.5.2** Evidence that the Supplier will have an uninterrupted source of supply from the manufacturer to satisfy the District's requirements for the agreement period.
- A.1.6** Provide a list of three (3) or more contracts/purchase agreements your organization has fulfilled in the past eighteen (18) months. This list shall include: 1) organization contracted with; 2) contact person, title and telephone number; 3) period of performance or delivery date; 4) supply and/or service delivered/performed.

A.1.7 Price comparisons to determine reasonableness may be conducted for “like items” within a particular proposed schedule. Those prospective suppliers whose prices deemed fair and reasonable shall be awarded a BPA.

A.1.8 Items A.1-A.1.8 above shall constitute a complete “qualification package”. Any supplier not submitting all of the documentation required above may be deemed non-responsive. However, because award of BPA’s will be based on competition within the responses, it is recommended that a supplier provide their best pricing.

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 Designation of Solicitation for the Small Business Set Aside Market Only

This solicitation is designated for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

An SBE must be certified as small in the procurement category of Professional Services in order to be eligible to submit a bid or proposal in response to this solicitation.

B.2 The District OCP, on behalf of the offices and administrations within the DDOT is seeking a contractor to provide written translation services to the DDOT.

B.3 The District contemplates award of a Blanket Purchase Agreement with payments based on firm-fixed unit prices for the services specified in the schedule. The quantities specified are estimates only.

B.4 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, E.5. The District may issue orders requiring delivery to multiple destinations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.5 PRICE SCHEDULE-REQUIREMENTS

B.5.1 SPANISH

B.5.1.1 BASE YEAR (Spanish)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.1.2 OPTION YEAR ONE (Spanish)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.1.3 OPTION YEAR TWO (Spanish)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.1.4 OPTION YEAR THREE (Spanish)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.1.5 OPTION YEAR FOUR (Spanish)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.2 FRENCH

B.5.2.1 BASE YEAR (French)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.2.2 OPTION YEAR ONE (French)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.2.3 OPTION YEAR TWO (French)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.2.4 OPTION YEAR THREE (French)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
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CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.2.5 OPTION YEAR FOUR (French)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.3 AMHARIC

B.5.3.1 BASE YEAR (Amharic)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.3.2 OPTION YEAR ONE (Amharic)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
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CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.3.3 OPTION YEAR TWO (Amharic)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
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CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
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CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.3.4 OPTION YEAR THREE (Amharic)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
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B.5.3.5 OPTION YEAR FOUR (Amharic)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
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B.5.4 CHINESE

B.5.4.1 BASE YEAR (Chinese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
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CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
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B.5.4.2 OPTION YEAR ONE (Chinese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
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CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.4.3 OPTION YEAR TWO (Chinese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
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B.5.4.4 OPTION YEAR THREE (Chinese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
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B.5.4.5 OPTION YEAR FOUR (Chinese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
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CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.5 VIETNAMESE

B.5.5.1 BASE YEAR (Vietnamese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
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CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.5.2 OPTION YEAR ONE (Vietnamese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.5.3 OPTION YEAR TWO (Vietnamese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.5.4 OPTION YEAR THREE (Vietnamese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.5.5 OPTION YEAR FOUR (Vietnamese)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.6 KOREAN

B.5.6.1 BASE YEAR (Korean)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.6.2 OPTION YEAR ONE (Korean)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.6.3 OPTION YEAR TWO (Korean)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.6.4 OPTION YEAR THREE (Korean)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

B.5.6.5 OPTION YEAR FOUR (Korean)

Contract Line Item No. (CLIN)	Item Description (Section C.3)	Unit	Unit Price
CLIN 0001a	Written Translations < - 1,000 words	Each	\$ _____
CLIN 0001b	Written Translations 1,001 – 2,500 words	Each	\$ _____
CLIN 0001c	Written Translations 2,501 – 7,500 words	Each	\$ _____
CLIN 0001d	Written Translations > 7501 words	Each	\$ _____
CLIN 0002a	Expedited Written Translations 24 hour turn around < - 1,000 words	Each	\$ _____
CLIN 0002b	Expedited Written Translations 24 hour turn around 1,001 – 2,500 words	Each	\$ _____
CLIN 0002c	Expedited Written Translations 24 hour turn around 2,501 – 7,500 words	Each	\$ _____
CLIN 0002d	Expedited Written Translations 24 hour turn around > 7501 words	Each	\$ _____
CIIN 0003	Expedited Minimum Order Charge	Order	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

It is the intent of the OCP, DDOT to acquire the services of a contractor to perform written translation services as specified in Section C.3 below.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the BPA.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	Government	Language Access Act of 2004	April 21, 2004

C.1.2 DEFINITIONS

C.1.2.1 Translation: Written conversions of texts in the source language into texts written in the target language, retaining the meaning and intent of the original source text and producing a culturally competent document.

C.1.2.1.1 Vital Documents: Applications, complaint forms, public meeting notices, press releases, program brochures and fliers, and other outreach materials published by DDOT in a tangible format that inform individuals about DDOT’s programs, projects and services, as well as their rights or eligibility requirements for benefits and participation

C.1.2.2 Limited or No-English Proficiency: Inability to adequately understand or to express oneself in the spoken or written English language.

C.2 PURPOSE:

The District Department of Transportation (DDOT) seeks to assure that customers who receive services have access to accurate and relevant information in their native language describing the programs and services offered by DDOT. Among other requirements, the Language Access Act of 2004 mandates the

translation of vital documents into the foreign languages that constitute 3% or 500 individuals (whichever is less) of the limited or non-English proficient (LEP) population served, or likely to be served or encountered, by the covered government agencies. At minimum, these foreign languages include: Amharic, traditional Chinese, French, Korean, Spanish (standard), and Vietnamese.

C.3 WRITTEN TRANSLATION SERVICES (CLINs B.5.1 thru B.5.6.5)

C.3.1 The Contractor shall provide support services to the DDOT by providing written multilingual translation services of documents in (at minimum) the following foreign languages required by the Act:

C.3.2 Amharic, traditional Chinese, French, Korean, Spanish (standard), and Vietnamese. Other languages may be added at DDOT's discretion during the period of this agreement.

C.3.3 The Contractor shall provide written translation, to include translation of vital documents and other outreach materials, proofing, editing, and desktop publishing in the required media format (hardcopy and electronic) by technically and linguistically qualified and experienced certified translators within either a one (1) to three (3) day period or within 24 hours.

C.3.4 The Contractor shall also provide back-translation: translation of completed forms and correspondence back into the source language (English), as requested by DDOT.

C.3.5 The Contractor shall provide translations that are accurate, clear and sensitive to the cultural, political, and social environment of the target reader/audience.

C.3.6 The Contractor shall correct any translations that DDOT considers inaccurate or inappropriate at no additional charge.

C.3.7 There is no official licensing in the United States for general translators, therefore, the Contractor selected shall meet one (1) or more of the following certifications /qualifications:

C.3.7.1 Translator Certification/Degree from an Accredited University or Institution;

C.3.7.2 American Translators Association (ATA) Certification;

C.3.7.3 Successful completion of the translation examination administered by the Office of Language Services, Translation Division of the U.S. Department of State;

C.3.7.4 The Translators and Interpreters Guild Certification;

- C.3.7.5 Should no certification exist for a specific language requested by the entity issuing the task order, the translation vendor shall provide documentation, to include resume or past performance references that demonstrate the translation proficiency in a translator who performing professional written translations to/from English and the requested language.

SECTION D: DELIVERIES OR PERFORMANCE

D.1 TERM OF AGREEMENT

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

D.2 OPTION TO EXTEND THE TERM OF THE AGREEMENT

The District may extend the term of this contract for a period of four (4), one (1) year option periods or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

D.3 DELIVERABLES

- D.3.1 The Contractor will provide hardcopy, electronic and CD ROM copies of final versions of translated documents into HTML, TEXT, Word, PDF, Publisher, Quark or other versions, as requested by the COTR.

- D.3.1.1 The timeline for translating documents and delivery date of final product will be agreed upon by the COTR and the Contractor prior to the provision of services. The

- D.3.1.2 The Contractor shall provide a 1 to 3 day turn-around (includes delivery of final product) for the translation of documents that are 500 words or less into Spanish (standard).

- D.3.1.3 The Contractor shall provide expedited translation services with a 24-hour turn-around (includes delivery of final product) into the languages identified in section C.3.2 of this document, as requested by DDOT.

SECTION E: CONTRACT ADMINISTRATION

E.1 ORDERING INFORMATION

- E.1.1** The District is not obligated to order any products, goods, commodities or services as a result of this invitation or any subsequent BPA's awarded hereunder. All orders will be placed in accordance with the terms of the agreement. There is no limit to the number of orders that may be placed pursuant to this BPA.
- E.1.2** The supplier shall furnish to the District, when and if ordered, the supplies or services specified in the BPA. The District may issue orders requiring performance at multiple locations.
- E.1.3** Any order issued during the effective period of this agreement and not completed within that period shall be completed by the supplier within the time specified in the order. The agreement shall govern the Supplier's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.
- E.1.4** For any agreement which results from this invitation:
- E.1.5** The supplier will furnish supplies or services, if and when requested by the contracting officer during a specified period and within a stipulated total amount.
- E.1.6** The District is obligated only to the extent that authorized purchases are ordered under the BPA.
- E.1.7** The prices to the District shall be low or lower than those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- E.1.8** The dollar limitation for each resultant purchase under the BPA shall not exceed twenty five thousand dollars (\$25,000.00).

E.2 INVOICES

- E.2.1** Invoices shall be prepared and submitted to the address identified on each Purchase Order in accordance with the instructions delineated in the Purchase Order.

E.2.2 The format for the invoice shall, at a minimum, contain the following information:

E.2.2.1 The name of Supplier, billing address and telephone number:

E.2.2.2 The agreement number and purchase order number:

E.2.2.3 Delivery Date;

E.2.2.4 The unit price for each individual item/service and total dollar amount due; and

E.2.2.5 The itemized list of materials/services delivered, to include part numbers.

E.3 DELIVERY ORDER PROCEDURE (SUPPLIES)

E.3.1 The District shall initiate procurements under this BPA by placing orders on an as needed basis. All ordering shall be accomplished by issuing a Purchase Order (PO) to the Supplier.

E.3.1.1 Description of item(s)

E.3.1.2 Name of Supplier

E.3.1.3 BPA Number

E.3.1.4 PO Encumbrance Number

E.3.1.5 Date

E.3.1.6 Quantity, unit price, and total price

E.3.1.7 Delivery schedule/destination

E.3.1.8 Point of Contact/address/phone number

E.3.1.9 Invoicing information

E.3.1.10 Funds Certification Date

E.4 TASK ORDER PROCEDURES (SERVICES)

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

E.4.1.1 Description of services to be performed

E.4.1.2 Name of Supplier

- E.4.1.3 BPA Number
- E.4.1.4 Encumbrance Date
- E.4.1.5 Date
- E.4.1.6 Total dollar amount of PO
- E.4.1.7 Location of Service need
- E.4.1.8 Point of Contact/address/phone number
- E.4.1.9 Invoicing Information
- E.4.1.10 Funds certification Date

E.5 CONTRACT ADMINISTRATION

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

Contracting Administrator: The contract administrator is responsible for general administration of the contract, day to day operations and advising the contracting officer as to the contractor's compliance or noncompliance with the contract. The contract administrator is Amy Vance, telephone number (202) 671-2384, or his/her designee.

Contracting Officer's Technical Representative: The contracting officer's technical representative is responsible for daily monitoring and supervision of the contract, the contracting officer's technical representative is Amy Vance, telephone number (202) 671-2384, or his/her designee.

SECTION F: BPA SPECIAL CLAUSES

F.1 DISCLOSURE OF INFORMATION

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

F.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.2.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, is hereby incorporated and shall be applicable to the contacts resulting from this solicitation. Copies of each of the provisions mentioned in this paragraph can be acquired from the issuing office listed in this solicitation.

F.3 CONFIDENTIALITY OF INFORMATION

F.3.1 All information obtained by the Contractor relating to an employee of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

F.4 PRODUCT REMOVAL AND MODIFICATION

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

F.4.1 Complete item description and/or identification, order numbers from customer, and the agreement number assigned as a result of an award on this invitation.

F.4.2 Reasons for modifications, removal or recall.

F.4.3 Necessary instructions for return for credit, replacement or corrective action.

F.4.4 Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product.

F.5 WARRANTY

Unless specified otherwise in this agreement, the Supplier's standard commercial warranty as stated in the supplier's commercial pricelist, will apply to this agreement. In addition to the Supplier's standard commercial warranty, the Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement. Except as otherwise provided by an express or implied warranty, the Supplier will not be

liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

F.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 6, dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.8 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

F.7 WAY TO WORK AMENDMENT ACT OF 2006

F.7.1 Except as described in F.7.2 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

F.7.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

F.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

F.7.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

F.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as I.8_ in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

F.7.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

F.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

F.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.7.9 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.

F.8 DISTRICT RESPONSIBILITIES

DDOT will provide the Contractor with electronic copies of the documents to be translated, and will specify the language requirements, and deadlines for delivery of final product. DDOT will notify the Contractor of any inaccuracies or errors in the translation and specify the deadline for delivery of revised final product.

F.9 ORDER OF PRECEDENCE

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

- F.9.1** The Agreement
- F.9.2** The Purchase Order
- F.9.3** The Attachments to the Agreement

SECTION G: SET-ASIDE CLAUSE

G.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

G.1.1 General Preferences

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

- G.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- G.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- G.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- G.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- G.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- G.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

G.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- G.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- G.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- G.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- G.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a

100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

G.1.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

G.1.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

G.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

G.1.4 Preferences for Certified Joint Ventures

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

G.1.5 Vendor Submission for Preferences

G.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

G.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

G.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

G.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- G.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

SECTION H: INSTRUCTIONS TO BIDDERS

- H.1** Each response shall contain the Supplier's delivery time for supplies/services. The supplier must meet the requirements in Section A and B to be considered responsive to this solicitation.

H. 2 EXPLANATION TO SUPPLIERS

- H.2.1** Any prospective Supplier desiring an explanation or interpretation of this invitation must request it in writing. Request should be directed to the individual identified below. Any information given to a prospective Supplier concerning an invitation will be furnished promptly to all other prospective Suppliers as an amendment to the invitation, if that information is necessary in submitting responses or if the lack of it would be prejudicial to any other prospective suppliers. Oral explanation or instructions given before the award of the agreement will not be binding. Written requests for explanation or information regarding this invitation must refer to the specific invitation number and be received five (5) days prior to submission date listed on page 1. All inquiries should be directed to:

Ebony Elder, Contract Specialist
Department of Transportation
Office of Contracting and Procurement
2000 14th Street, NW, 6th floor
Washington, D.C. 20009
Telephone Number: (202) 671-2278
Facsimile Number: (202) 671-0664

- H.2.2** The Supplier shall provide the agreement items through authorized Purchase Order (PO), issued by the District Government. Payment, billing and delivery information shall be established in the individual Purchase Order.
- H.2.3** Orders placed pursuant to this BPA will be considered issued pursuant to full and open competition.

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

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

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

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

H.4 SUBMISSION OF RESPONSE TO INVITATION FOR RESPONSE

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

H.5 SIGNING RESPONSES AND CERTIFICATIONS

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

H.6 PENALTIES FOR MISREPRESENTATIONS

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

H.7 ACKNOWLEDGEMENT OF AMENDMENTS

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

H.8 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

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

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

H.8.4 Any request for withdrawal or request for modification received after the time and date set for opening bids at the place designated for opening shall be considered late. The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

H.9 Contractor(s) are required to forward a copy of their certification(s) and resumes to DDOT.

H.10 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

SECTION I: ATTACHMENTS

- I.1** The Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, dated March 2007
- I.2** U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 6, dated May 29, 2008
- I.3** Living Wage Notice