

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 3	
2. Amendment/Modification Number 5		3. Effective Date See box 16B		4. Requisition/Purchase Request No. N/A	
5. Solicitation Caption Tree Removal			7. Administered By (If other than line 6) Department of Public Works Office of Contracting and Procurement 2000 14th Street, N.W., 3rd Floor Washington, DC 20009		
6. Issued By: DDOT District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009			Code		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. DCKA-2007-B-0011 <input type="checkbox"/> 9B. Dated (See Item 11) 1/5/2009 <input type="checkbox"/> 10A. Modification of Contract/Order No. <input type="checkbox"/> 10B. Dated (See Item 13)		
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted; such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u>					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Amendment No. 5 is issued to delete pages 2 through 40, replace with pages 2-R through 88-R, and respond to potential offeror's questions on pages 2 of 3 and 3 of 3.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Kathy S. Hatcher		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia <i>Kathy S Hatcher</i> (Signature of Contracting Officer)		16C. Date Signed 3-12-2009

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT), Urban Forestry Administration (UFA), is seeking a contractor to provide tree removal services for trees in accordance with the specifications as stated in Section C of this solicitation.

B.1.1 The District Government contemplates award of an Indefinite Delivery-Indefinite Quantity (IDIQ) contract for the services specified with payment based on firm fixed unit prices as set forth in the SCHEDULE below. Contractor shall provide all specified services required by the District.

B.1.2 It is the District's intent to award up to eight (8) contracts to the eight contractors with the lowest responsible responsive bid.

B.2 IDIQ CONTRACT

B.2.1 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.4. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of CLINS 0001A, 1001A, 2001A, 3001A, and 4001A – 50; CLINS 0001B, 1001B, 2001B, 3001B, and 4001B – 50; CLINS 0002A, 1002A, 2002A, 3002A, and 4001A – 125; CLINS 0002B, 1002B, 2002B, 3002B, and 4002B – 95; CLINS 0003A, 1003A, 2003A, 3003A, and 4003A – 135; CLINS 0003B, 1003B, 2003B, 3003B, and 4003B – 15; CLINS 0003C; 1003C, 2003C, 3003C, and 4003C – 15; CLINS 0003D, 1003D, 2003D, 3003D, and 4003D – 15; CLINS 0003E, 1003E, 2003E, 3003E, and 4003E – 15; CLINS 0003F, 1003F, 2003F, 3003F, and 4003F – 125; CLINS 0004A, 1004A, 2004A, 3004A, and 4004A – 135; CLINS 0004B, 1004B, 2004B, 3004B, and 4004B – 15; CLINS 0004C, 1004C, 2004C, 3004C and 4004C – 15; CLINS 0004D, 1004D, 2004D, 3004D, 4004D – 15; CLINS 0004E, 1004E, 2004E, 3004E, and 4004E – 15; CLINS 0004F, 1004F, 2004F, 3004F, and 4004F – 115; CLINS 0005A, 1005A, 2005A, 3005A, and 4005A – 135; CLINS 0005B, 1005B, 2005B, 3005B, and 4005B – 10; CLINS 0005C, 1005C, 2005C, 3005C and 4005C – 10; CLINS 0005D, 1005D, 2005D, 3005D and 4005D – 10; CLIN 0005E, 1005E, 2005E, 3005E, and 4005E – 10; CLINS 0005F, 1005F, 2005F, 3005F, and 4005F – 135; CLINS 0006A, 1006A, 2006A, 3006A, and 4006A – 100; CLINS 0006B, 1006B, 2006B, 3006B, and 4006B – 10; CLINS 0006C, 1006C, 2006C, 3006C, and 4006C – 10; CLINS 0006D, 1006D, 2006D, 3006D and 4006D – 10; CLINS 0006E, 1006E, 2006E, 3006E, and 4006E – 10; CLINS 0006F, 1006F, 2006F, 3006F and 4006F – 100; CLINS 0007A, 1007A, 2007A, 3007A, and 4007A – 60; CLINS 0007B, 1007B, 2007B, 3007B, and 4007B – 5; CLINS 0007C, 1007C, 2007C, 3007C, and 4007C – 5; CLINS 0007D, 1007D, 2007D, 3007D, and 4007D – 5; CLINS 0007E, 1007E, 2007E, 3007E, and 4007E – 5; CLINS 0007F, 1007F, 2007F, 3007F, and 4007F – 60; CLINS 0008A, 1008A, 2008A, 3008A,

and 4008A – 30; CLINS 0008B, 1008B, 2008B, 3008B, and 4008B – 5; CLINS 0008C, 1008C, 2008C, 3008C, and 4008C – 5; CLINS 0008D, 1008D, 2008D, 3008D, and 4008D – 5; CLINS 0008E, 1008E, 2008E, 3008E, and 4008E – 5; CLINS 0008F, 1008F, 2008F, 3008F, and 4008F – 40; CLINS 0009A, 1009A, 2009A, 3009A, and 4009A – 7; CLINS 0009B, 1009B, 2009B, 3009B and 4009B – 2; CLINS 0009C, 1009C, 2009C, 3009C, and 4009C – 2; CLINS 0009D, 1009D, 2009D, 3009D, and 3009D – 2; CLINS 0009E, 1009E, 2009E, 3009E, and 4009E – 2; CLINS 0009F, 1009F, 2009F, 3009F, and 4009F – 25; 0010A, 1010A, 2010A, 3010A, and 4010A – 4; CLINS 0010B, 1010B, 2010B, 3010B, and 4010B – 2; CLINS 0010C, 1010C, 2010C, 3010C and 4010C – 2; CLINS 0010D, 1010D, 2010D, 3010D, and 4010D – 2; CLINS 0010E, 1010E, 2010E, 3010E, and 4010E – 2; CLINS 0010F, 1010F, 2010F, 3010F, and 4010F – 2; CLINS 0011A, 1011A, 2011A, 3011A, and 4011A – 2; CLINS 0011B, 1011B, 2011B, 3011B, and 4011B – 2; CLINS 0011C, 1011C, 2011C, 3011C, 4011C – 2; CLINS 0011D, 1011D, 2011D, 3011D, 4011D – 2; CLINS 0011E, 1011E, 2011E, 3011E, and 4011E – 2; CLINS 0011F, 1011F, 2011F, 3011F, and 4011F – 2. The District will order at least the minimum quantity of CLINS 0001A, 1001A, 2001A, 3001A, and 4001A – 1; CLINS 0002B, 1002B, 2002B, 3002B, and 4002B – 1; CLINS 0003C; 1003C, 2003C, 3003C, and 4003C – 1; CLINS 0003D, 1003D, 2003D, 3003D, and 4003D – 1; CLINS 0003E, 1003E, 2003E, 3003E, and 4003E – 1; CLINS 0004A, 1004A, 2004A, 3004A, and 4004A – 1; CLINS 0004B, 1004B, 2004B, 3004B, and 4004B – 1; CLINS 0004C, 1004C, 2004C, 3004C and 4004C – 1; CLINS 0004D, 1004D, 2004D, 3004D, 4004D – 1; CLINS 0004E, 1004E, 2004E, 3004E, and 4004E – 1; CLINS 0004F, 1004F, 2004F, 3004F, and 4004F – 1; CLINS 0005A, 1005A, 2005A, 3005A, and 4005A – 1; CLINS 0005B, 1005B, 2005B, 3005B, and 4005B – 1; CLINS 0005C, 1005C, 2005C, 3005C and 4005C – 1; CLINS 0005D, 1005D, 2005D, 3005D and 4005D – 1; CLIN 0005E, 1005E, 2005E, 3005E, and 4005E – 1; CLINS 0005F, 1005F, 2005F, 3005F, and 4005F – 1; CLINS 0006A, 1006A, 2006A, 3006A, and 4006A – 1; CLINS 0006B, 1006B, 2006B, 3006B, and 4006B – 1; CLINS 0006C, 1006C, 2006C, 3006C, and 4006C – 1; CLINS 0006D, 1006D, 2006D, 3006D and 4006D – 1; CLINS 0006E, 1006E, 2006E, 3006E, and 4006E – 1; CLINS 0006F, 1006F, 2006F, 3006F and 4006F – 1; CLINS 0007A, 1007A, 2007A, 3007A, and 4007A – 6; CLINS 0007B, 1007B, 2007B, 3007B, and 4007B – 1; CLINS 0007C, 1007C, 2007C, 3007C, and 4007C – 1; CLINS 0007D, 1007D, 2007D, 3007D, and 4007D – 1; CLINS 0007E, 1007E, 2007E, 3007E, and 4007E – 1; CLINS 0007F, 1007F, 2007F, 3007F, and 4007F – 1; CLINS 0008A, 1008A, 2008A, 3008A, and 4008A – 1; CLINS 0008B, 1008B, 2008B, 3008B, and 4008B – 1; CLINS 0008C, 1008C, 2008C, 3008C, and 4008C – 1; CLINS 0008D, 1008D, 2008D, 3008D, and 4008D – 1; CLINS 0008E, 1008E, 2008E, 3008E, and 4008E – 1; CLINS 0008F, 1008F, 2008F, 3008F, and 4008F – 1; CLINS 0009A, 1009A, 2009A, 3009A, and 4009A – 1; CLINS 0009B, 1009B, 2009B, 3009B and 4009B – 1; CLINS 0009C, 1009C, 2009C, 3009C, and 4009C – 1; CLINS 0009D, 1009D, 2009D, 3009D, and 3009D – 1; CLINS 0009E, 1009E, 2009E, 3009E, and 4009E – 1; CLINS 0009F, 1009F, 2009F, 3009F, and 4009F – 1; 0010A, 1010A, 2010A, 3010A, and 4010A – 1;

CLINS 0010B, 1010B, 2010B, 3010B, and 4010B – 1; CLINS 0010C, 1010C, 2010C, 3010C and 4010C – 1; CLINS 0010D, 1010D, 2010D, 3010D, and 4010D – 1; CLINS 0010E, 1010E, 2010E, 3010E, and 4010E – 1; CLINS 0010F, 1010F, 2010F, 3010F, and 4010F – 1; CLINS 0011A, 1011A, 2011A, 3011A, and 4011A – 1; CLINS 0011B, 1011B, 2011B, 3011B, and 4011B – 1; CLINS 0011C, 1011C, 2011C, 3011C, 4011C – 1; CLINS 0011D, 1011D, 2011D, 3011D, 4011D – 1; CLINS 0011E, 1011E, 2011E, 3011E, and 4011E – 1; CLINS 0011F, 1011F, 2011F, 3011F, and 4011F – 1.

- B.2.2** 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.
- B.2.3** 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; provided that the contractor shall not be required to make any deliveries after 45 calendar days of contracts expiration.

B.3 PRICE SCHEDULE-IDIQ

B.3.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max.	Maximum Total Price
Trees 0” to 6” in diameter							
0001A	Complete Tree Removal	\$ _____	1	\$ _____	\$ _____	50	\$ _____
0001B	Stump removal only	\$ _____	1	\$ _____	\$ _____	75	\$ _____
0002	Trees 6.1” to 12.0” in diameter						
0002A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	125	\$ _____
0002B	Stump removal only	\$ _____	1	\$ _____	\$ _____	95	\$ _____
0003	Trees 12.1” to 18.0” in diameter						
0003A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	100	\$ _____
0003B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0003C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0003D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0003E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
0003F	Stump removal only	\$ _____	1	\$ _____	\$ _____	100	\$ _____
0004	Trees 18.1” to 24.0” in diameter						
0004A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	85	\$ _____
0004B	Canopy removal only	\$ _____		\$ _____	\$ _____	15	\$ _____
0004C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0004D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0004E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0004F	Stump removal only	\$ _____	1	\$ _____	\$ _____	85	\$ _____
0005	Trees 24.1” to 30.0” in diameter						
0005A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	65	\$ _____
0005B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
0005C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
CLIN 0005D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
0005E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
0005F	Stump removal only	\$ _____	1	\$ _____	\$ _____	50	\$ _____
0006	Trees 30.1” to 36.0” in diameter						
CLIN 0006A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	55	\$ _____
CLIN 0006B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
CLIN 0006C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
CLIN 0006D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
CLIN 0006E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
CLIN 0006F	Stump removal only	\$ _____	1	\$ _____	\$ _____	55	\$ _____
CLIN 0007	Trees 36.1” to 42.0” in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
CLIN 0007A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
CLIN 0007B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
CLIN 0007C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
CLIN 0007D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
0007E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
0007F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
0008	Trees 42.1” to 48.0” in diameter						
0008A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
0008B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
0008C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
0008D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
0008E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
0008F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
0009	Remove trees 48.1" to 54.0" in diameter						
0009A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	7	\$ _____
0009B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
0009C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
0009D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
0009E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
0009F	Stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
0010	Trees 54.1 to 60.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
CLIN 0010A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	4	\$ _____
CLIN 0010B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0010C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0010D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0010E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0010F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0011	Trees 60.1” to 66.0” in diameter						
CLIN 0011A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0011B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0011C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0011D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
CLIN 0011E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
CLIN 0011F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
Grand Total for B.3.1		\$ _____		\$ _____	\$ _____		\$ _____

B.3.2 OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max.	Maximum Total Price
Trees 0'' to 6'' in diameter							
1001A	Complete Tree Removal	\$ _____	1	\$ _____	\$ _____	50	\$ _____
1001B	Stump removal only	\$ _____	1	\$ _____	\$ _____	75	\$ _____
1002	Trees 6.1'' to 12.0'' in diameter						
1002A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	125	\$ _____
1002B	Stump removal only	\$ _____	1	\$ _____	\$ _____	95	\$ _____
1003	Trees 12.1'' to 18.0'' in diameter						
1003A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	100	\$ _____
1003B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1003F	Stump removal only	\$ _____	1	\$ _____	\$ _____	100	\$ _____
1004	Trees 18.1” to 24.0” in diameter						
1004A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	85	\$ _____
1004B	Canopy removal only	\$ _____		\$ _____	\$ _____	15	\$ _____
1004C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004F	Stump removal only	\$ _____	1	\$ _____	\$ _____	85	\$ _____
1005	Trees 24.1” to 30.0” in diameter						
1005A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	65	\$ _____
1005B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1005D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005F	Stump removal only	\$ _____	1	\$ _____	\$ _____	50	\$ _____
1006	Trees 30.1" to 36.0" in diameter						
1006A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	55	\$ _____
1006B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006F	Stump removal only	\$ _____	1	\$ _____	\$ _____	55	\$ _____
0007	Trees 36.1" to 42.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1007A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
1007B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
1008	Trees 42.1" to 48.0" in diameter						
1008A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
1008B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1008D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
1009	Remove trees 48.1" to 54.0" in diameter						
1009A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	7	\$ _____
0009B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009F	Stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1010	Trees 54.1 to 60.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1010A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	4	\$ _____
1010B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011	Trees 60.1" to 66.0" in diameter						
1011A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1011F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
Grand Total for B.3.1		\$ _____		\$ _____	\$ _____		\$ _____

B.3.3 OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max.	Maximum Total Price
Trees 0'' to 6'' in diameter							
2001A	Complete Tree Removal	\$ _____	1	\$ _____	\$ _____	50	\$ _____
2001B	Stump removal only	\$ _____	1	\$ _____	\$ _____	75	\$ _____
2002	Trees 6.1'' to 12.0'' in diameter						
2002A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	125	\$ _____
2002B	Stump removal only	\$ _____	1	\$ _____	\$ _____	95	\$ _____
2003	Trees 12.1'' to 18.0'' in diameter						
2003A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	100	\$ _____
1003B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2003C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2003D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2003E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2003F	Stump removal only	\$ _____	1	\$ _____	\$ _____	100	\$ _____
2004	Trees 18.1” to 24.0” in diameter						
2004A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	85	\$ _____
2004B	Canopy removal only	\$ _____		\$ _____	\$ _____	15	\$ _____
2004C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2004D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2004E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2004F	Stump removal only	\$ _____	1	\$ _____	\$ _____	85	\$ _____
2005	Trees 24.1” to 30.0” in diameter						
2005A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	65	\$ _____
2005B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2005C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2005D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2005E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2005F	Stump removal only	\$ _____	1	\$ _____	\$ _____	50	\$ _____
2006	Trees 30.1” to 36.0” in diameter						
2006A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	55	\$ _____
2006B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2006C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2006D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2006E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
2006F	Stump removal only	\$ _____	1	\$ _____	\$ _____	55	\$ _____
2007	Trees 36.1” to 42.0” in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2007A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
2007B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2007C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2007D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2007E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2007F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
2008	Trees 42.1” to 48.0” in diameter						
2008A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
2008B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2008C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2008D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2008E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
2008F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
2009	Remove trees 48.1" to 54.0" in diameter						
2009A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	7	\$ _____
2009B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2009C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2009D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2009E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2009F	Stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
2010	Trees 54.1 to 60.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2010A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	4	\$ _____
2010B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2010C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2010D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2010E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2010F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2011	Trees 60.1" to 66.0" in diameter						
2011A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2011B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2011C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2011D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
2011E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
2011F	Stump removal only	\$_____	1	\$_____	\$_____	2	\$_____
Grand Total for B.3.1		\$_____		\$_____	\$_____		\$_____

B.3.4 OPTION YEAR 3

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max.	Maximum Total Price
Trees 0'' to 6'' in diameter							
3001A	Complete Tree Removal	\$ _____	1	\$ _____	\$ _____	50	\$ _____
3001B	Stump removal only	\$ _____	1	\$ _____	\$ _____	75	\$ _____
3002	Trees 6.1'' to 12.0'' in diameter						
3002A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	125	\$ _____
3002B	Stump removal only	\$ _____	1	\$ _____	\$ _____	95	\$ _____
3003	Trees 12.1'' to 18.0'' in diameter						
3003A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	100	\$ _____
3003B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3003C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3003D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3003E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
3003F	Stump removal only	\$ _____	1	\$ _____	\$ _____	100	\$ _____
3004	Trees 18.1” to 24.0” in diameter						
3004A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	85	\$ _____
3004B	Canopy removal only	\$ _____		\$ _____	\$ _____	15	\$ _____
3004C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3004D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3004E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3004F	Stump removal only	\$ _____	1	\$ _____	\$ _____	85	\$ _____
3005	Trees 24.1” to 30.0” in diameter						
3005A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	65	\$ _____
3005B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3005C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
CLIN 0005D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3005E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3005F	Stump removal only	\$ _____	1	\$ _____	\$ _____	50	\$ _____
3006	Trees 30.1” to 36.0” in diameter						
3006A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	55	\$ _____
3006B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3006C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3006D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3006E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
3006F	Stump removal only	\$ _____	1	\$ _____	\$ _____	55	\$ _____
3007	Trees 36.1” to 42.0” in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
3007A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
3007B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3007C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3007D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3007E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3007F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
3008	Trees 42.1" to 48.0" in diameter						
3008A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
3008B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3008C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
3008D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3008E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
3008F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
3009	Remove trees 48.1" to 54.0" in diameter						
3009A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	7	\$ _____
3009B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3009C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3009D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3009E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3009F	Stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
3010	Trees 54.1 to 60.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
3010A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	4	\$ _____
3010B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3010C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3010D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3010E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3010F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3011	Trees 60.1” to 66.0” in diameter						
3011A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3011B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3011C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3011D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
3011E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
3011F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
Grand Total for B.3.1		\$ _____		\$ _____	\$ _____		\$ _____

B.3.5 OPTION YEAR 4

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max.	Maximum Total Price
Trees 0'' to 6'' in diameter							
1001A	Complete Tree Removal	\$ _____	1	\$ _____	\$ _____	50	\$ _____
1001B	Stump removal only	\$ _____	1	\$ _____	\$ _____	75	\$ _____
1002	Trees 6.1'' to 12.0'' in diameter						
1002A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	125	\$ _____
1002B	Stump removal only	\$ _____	1	\$ _____	\$ _____	95	\$ _____
1003	Trees 12.1'' to 18.0'' in diameter						
1003A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	100	\$ _____
1003B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1003E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1003F	Stump removal only	\$ _____	1	\$ _____	\$ _____	100	\$ _____
1004	Trees 18.1” to 24.0” in diameter						
1004A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	85	\$ _____
1004B	Canopy removal only	\$ _____		\$ _____	\$ _____	15	\$ _____
1004C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1004F	Stump removal only	\$ _____	1	\$ _____	\$ _____	85	\$ _____
1005	Trees 24.1” to 30.0” in diameter						
1005A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	65	\$ _____
1005B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____

Contract Line Item No.	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1005D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1005F	Stump removal only	\$ _____	1	\$ _____	\$ _____	50	\$ _____
1006	Trees 30.1” to 36.0” in diameter						
1006A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	55	\$ _____
1006B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	10	\$ _____
1006F	Stump removal only	\$ _____	1	\$ _____	\$ _____	55	\$ _____
0007	Trees 36.1” to 42.0” in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1007A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
1007B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1007F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
1008	Trees 42.1” to 48.0” in diameter						
1008A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	35	\$ _____
1008B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1008D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	5	\$ _____
1008F	Stump removal only	\$ _____	1	\$ _____	\$ _____	25	\$ _____
1009	Remove trees 48.1" to 54.0" in diameter						
1009A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	7	\$ _____
0009B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1009F	Stump removal only	\$ _____	1	\$ _____	\$ _____	15	\$ _____
1010	Trees 54.1 to 60.0" in diameter						

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1010A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	4	\$ _____
1010B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1010F	Stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011	Trees 60.1" to 66.0" in diameter						
1011A	Complete tree removal	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011B	Canopy removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011C	Canopy and trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011D	Trunk removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____
1011E	Trunk and stump removal only	\$ _____	1	\$ _____	\$ _____	2	\$ _____

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty. Max	Maximum Total Price
1011F	Stump removal only	\$_____	1	\$_____	\$_____	2	\$_____
Grand Total for B.3.1		\$_____		\$_____	\$_____		\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

It is the intent of the District of Columbia Government, Department of Transportation (DDOT), Urban Forestry Administration (UFA) to acquire the services of a contractor to perform tree removal services for trees 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 contract.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2005
2	Government	Standard Specifications for Highways and Structures, Division 100, General Requirements Sections, Section 102, Bidding Requirements, Standard Contract Provisions, Article 17, Section F, Site Maintenance; Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls; Section 107.07, Barricades and Warning Signs; and Section 107.10, Protection and Restoration of Property and Landscape	2005, Revised 2007
3	Government	Standard Specifications for Highways and Structures, Division 600, Incidental Construction, Section 611.01, Remove Tree and/or Stump; and Section 616, Traffic Control.	2005, Revised 2007
4	U.S. Department of Labor Wage Determination	No. 2005-2103, Revision No. 6	May 28, 2008

5	Standards	American National Standard Institute (ANSI) A300	Latest Version
6	Standards	Occupational Safety and Health Association's Safety Standards	Latest Version
7	Standards	International Society of Arborist Association for Safe Tree Removal	Latest Version
8	Standards	ANSI Z 133.1 Standard for Tree Care Operations	Latest Version

C.1.2 DEFINITIONS

- C.1.2.1 Dead/Declining/Diseased and/or Objectionable - trees that have dead parts; reduced growth or vigor; structural defects; poor architecture; reduced canopy coverage; or cannot be pruned to improve their condition; trees with structural defects and/or undesirable species; routine removal of diseased trees such as Dutch elm disease and Hypoxcilin; as identified by Contracting Officer's Technical Representative (COTR) or his/her designee.
- C.1.2.2 DBH - The measurement made at 4.5' above ground.
- C.1.2.3 Objectionable - locations where the tree is in conflict with the existing site conditions; trees which are deemed undesirable, to include invasive species, as identified by COTR or his/her designee.
- C.1.2.4 Undesirable Species – species that are not compatible with the urban environment. Species that can cause sidewalk issues; drop fruit/seeds; produce high levels of seed stock; or is a species that UFA has deemed a nuisance, as identified by COTR or his/her designee.
- C.1.2.5 Diseased Trees – trees having diseases that could negatively affect the growth of the urban forest as a whole, as identified by COTR or his/her designee. Example: Dutch elm disease.
- C.1.2.6 Full Crew – At least a three (3) person crew to include a minimum of one International Society of Arboriculture (ISA) Certified Tree Worker or Certified Maryland Tree Expert. Any additional crew members needed to comply with the conditions in the contract.
- C.1.2.7 Canopy – This is all the lateral branches, epicormic branches or any growth that is growing from the trunk.
- C.1.2.8 Trunk – This is the central leader of the tree from the root plate to the upper most crotches of the tree.
- C.1.2.9 Stump – This is the root system of the tree to include the root plate, buttress roots and all surface and subsurface roots.

C.2 BACKGROUND

- C.2.1 The District has a recurring need to provide tree removal services. There is a great diversity of trees in the District of Columbia including conifer,

broadleaf evergreen, and deciduous species. For each species, there exists substantial variation in age, size, condition, and structure of individual trees. This species diversity and tree variability creates challenges with regard to tree care practices. The District's tree population is turning over each year and new trees are being found that are in need of removal. The trees will be located primarily in the streetscape growing as street trees; this service may also include trees growing in unimproved alleys/roadways, Department of Parks and Recreation property and other District owned and maintained property as assigned. Removal objectives include the following:

- C.2.1.1 Routine removal, topping, trunking or stumping of dying trees, declining trees, trees in bad locations; trees with structural defects and/or undesirable species;
- C.2.1.2 routine removal of diseased trees such as Dutch elm disease and Hypoxylon;
- C.2.1.3 improve the quality of trees in our inventory through routine removal process of trees in an undesirable condition; and
- C.2.1.3 improves safety and security for the public.

C.3 REQUIREMENTS

- C.3.1 The contractor shall be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation necessary to remove street line trees located at various sites throughout the District. The contractor shall perform all work in accordance the applicable documents listed in Section C.1.1. The location of the trees will be issued as task orders throughout the life of the contract by the COTR or his/her designee.
- C.3.2 The contractor shall be responsible for providing a full crew to perform services as stated in this contract. In addition, the contractor shall prepare, staff and implement all traffic control plans in accordance with Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls, of the Standard Specifications for Highways and Structures, 2005, Revised 2007.
- C.3.3 The contractor shall provide an International Society of Arboriculture certified arborist, as a full time staff member, to provide daily in person and onsite supervision, and oversight of the crew regarding the correct application of removal, rigging and equipment operation methods. The contractor shall have Tree Worker Certified or Maryland Tree Expert certifications for all Crew Leaders performing the work.
- C.3.4 The contractor shall dispose of all trees in accordance to all applicable local municipal laws and regulations. All diseased elm wood/debris shall

be tub ground and composted or incinerated. The contractor may or may not be requested by the COTR during the life of the contract to dump some or all tree debris at a location in the District for wood recycling.

- C.3.5 The contractor shall measure the diameter breast height (DBH) of trees by DBH at 4.5 feet above ground level. Tree sizes range from 0” to 54” or greater in accordance with Section 611.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2005, Revised 2007.
- C.3.6 The contractor’s work shall consist of the following and be performed in accordance with Section 611.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2005, Revised 2007:
 - C.3.6.1 The contractor shall remove trees or tree parts in one or more of the following categories: dying trees; declining trees; diseased trees and/or objectionable trees;
 - C.3.6.2 remove the entire tree, canopy only, trunk and canopy only, trunk only, trunk and stump only and stump only (to include surface and subsurface roots to the extent of the tree space);
 - C.3.6.3 backfilling the tree space by compacting the grindings from the stump to make the site level with the sidewalk;
 - C.3.6.4 the contractor shall account for settling at each site;
 - C.3.6.5 the contractor shall not leave the site in any unsafe condition;
 - C.3.6.6 all surface roots regardless of their distance from the stump shall be ground out;
 - C.3.6.7 the stump shall be ground to a depth of 24” below sidewalk elevation;
 - C.3.6.8 disposing of the material properly and cleaning up the job site area after the work is completed;
 - C.3.6.9 any stump found incomplete or not ground to the right depth or settled to the point where it is not level will be sent back to the contractor for correction;
 - C.3.6.10 the contractor shall correct the site within 72 hours from the time the contractor is notified;
 - C.3.6.11 removal of unwanted or inappropriate materials not in compliance with the Tree Box Beautification Act [24 DCMR section 109] surrounding the tree space or above the tree root space will be the contractor’s responsibility and indicated on the work order provided by the UFA.
- C.3.7 The contractor shall provide a three (3) man crew (as defined above) to include:
 - C.3.7.1 Bucket operator/tree remover climber who is an ISA Certified Tree Worker or Maryland Tree Expert;
 - C.3.7.2 two (2) tree trimmer laborers;
 - C.3.7.3 One (1) chip holding bucket truck with a minimum reach of 55 feet;

- C.3.7.4 one (1) chipper to handle a minimum of 14” diameter debris;
- C.3.7.5 three (3) chain saws; and
- C.3.7.6 hand tools - shovels, brooms, rakes and saws etc.
- C.3.8 The contractor shall own the following additional equipment:
 - C.3.8.1 One (1) additional chip truck;
 - C.3.8.2 one (1) log truck with grapple attachment and driver;
 - C.3.8.3 one (1) 25 ton crane and operator; and
 - C.3.8.4 one (1) 70 ton crane (rental is permitted) and operator.
- C.3.9 The contractor shall own the 25 ton crane and log truck in order to have immediate access to the equipment. Proof of ownership by the contractor is required prior to award. The contractor shall provide a documented history of use and ownership of the crane and log truck. The contractor shall be a tree company that performs tree removal with cranes and log trucks routinely and with staff that is on the payroll and can demonstrate this in previous long term contracts with street tree services.
- C.3.10 The contractor shall have the crane and log truck operator on the full time permanent staff and provide the CDL documentation. The operator of this equipment shall have a proven resume of crane/log truck operation.
- C.3.11 The contractor shall remove all diseased elm wood from the District and either process the material through a tub grinder or dispose at a landfill authorized to receive diseased elm wood.
- C.3.12 All diseased trees assigned to the contractor shall be prioritized and shall be topped, trunked and stumped in accordance with the contract scope within 30 calendar days. Trees identified with a disease status shall be given the highest priority within the 30 day timeframe.
- C.3.13 The contractor shall provide detailed monthly reports on fees and bills related to the processing and/or disposal of debris for this contract.
- C.3.14 The contractor shall conduct all tree work in accordance with the ISA standards for tree removal and ANSI Z133 safety standards.
- C.3.15 The contractor shall take proper precautions to protect underground utilities when removing stumps. Therefore, the contractor shall coordinate with the appropriate utility authority before proceeding with work. In addition, the contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.
- C.3.16 The contractor shall be held strictly responsible for any damage to public or private property and shall make any replacements or repairs promptly at the contractors’ expense. All damage to private or public space shall be

sent to the COTR's or designee's office within 24 hours of the day of the event with a description and photos of the incident.

- C.3.17 The contractor shall purchase and post DDOT's "Emergency No Parking" signs at the locations identified for removal services 72 hours prior to performance of the work. Any change of location or work dates during the 72 hour period must be made 24 hours prior to the day the work was scheduled to be performed. Changes require another 72 hour posting period or removal of the signs and reposting to take place at a later date in accordance with Section 107.07, Barricades and Warning Signs, of the Standard Specifications for Highways and Structures, 2005, Revised 2007.
- C.3.18 The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.
- C.3.19 The contractor shall provide, via email, a daily completion report to include: work order number, date originally posted, date re-posted if applicable, dates of top, trunk and stump removal. The format of this report shall be provided by the COTR. The contractor shall populate all fields in the report template upon report of location's completion.
- C.3.20 The contractor shall not leave any tree debris remaining at the job site. Once the tree removal process begins all work shall be completed within seventy- two (72) hours. When an issue arises that will cause the contractor to need more time the contractor shall notify the COTR by the close of business (COB) that day (in writing via email).
- C.3.21 The contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.
- C.3.22 The contractor shall restore all conditions on site within 30 days of reported date of completion. After all work is reported complete at any location, the contractor shall restore the work area, repair or replace to their original condition any turf areas, iron tree fences, infrastructure and grades damaged by mechanical operations, and clean up all debris generated by the restoration work in accordance with the Standard Contract Provision, Article 17, Section F, Site Maintenance, of the Standards Specifications for Highways and Structures, 2005, Revised 2007.
- C.3.23 When clearance from any utility is required the contractor shall coordinate directly with the appropriate utility provider to ensure conformance with applicable ANSI Z133 safety standards and regulations, and to achieve adequate separation distances such that a professional tree worker who is not qualified to work in close proximity (less than ten feet (10') of separation) with electrical hazards can safely

complete the job. The utility provider shall have the final decision regarding acceptable levels of clearance required for the removal to proceed safely.

C.3.24 The contractor shall abide by all safety rules or requirements and municipal regulations and standards including the latest revision of the ANSI Z133 safety standards.

C.3.25 The contractor shall remove within 24 hours of notification all brush and debris created during utility clearance work as outlined above in section C.3.23. The remaining parts of the tree will shall be completed under the 30 day timeline for completion of all work orders starting from date of Pepco work. Trees that have been cleared by Pepco will be charged to the contractor as a trunk and stump not complete tree since the canopy removal work was completed by Pepco.

C.3.26 DISPOSAL

The contractor shall dispose of trees, brush, chips and stump grinding material (shavings) and all other tree parts. At the request of the COTR's or designee's office, the tree trunks may be directed to an alternate site in the District. This is at the discretion of the COTR or designee and can be done during the life of the contract.

C.3.27 RESTORATION OF TREE WORK AREA -

The contractor shall perform the following to restore the work area:

C.3.27.1 Remove tree trunks, stumps, roots, and all visible surface and sub surface roots;

C.3.27.2 Sweep all surrounding pavement, removing twigs and sawdust; and

C.3.27.3 The tree space or box shall be left at a grade even with the sidewalk after restoration work.

C.3.28 PEPCO Wires:

When clearance from any utility is required the contractor shall coordinate directly with the appropriate utility provider to ensure conformance with applicable ANSI Z133 safety standards and regulations, and to achieve adequate separation distances such that a professional tree worker who is not qualified to work in close proximity (less than ten feet (10') of separation) with electrical hazards can safely complete the job. The utility provider shall have the final decision regarding acceptable levels of clearance required for the removal to proceed safely.

C.3.29 UTILITY PROTECTIVE ALERT

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss Utility" for Wash, Gas Light Co., Verizon, PEPCO, AT&T	1-800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	202-698-3600 1-800-257-7777	Water mains and Sewers
D.C. DPW	202-698-3600 202-698-3605 202-671-2610	Fire Alarm electrical systems Street lighting inspection Traffic signal systems
GSA*	202-708-4895 202-690-9720	Steam piping Steam tunnel and condenser water conduit

C.3.30 The contractor shall submit a management report to the COTR as specified in Section F.4.

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SECTION D: PACKAGING AND MARKING

Not Applicable.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

- E.2** Each tree assigned for removal will be pre-inspected by a UFA title. A UFA title will be inspected after the contractor reports that the tree was removed. UFA close the work after verifying the tree was removed. If the work order has not been fully completed, e.g. debris or materials are left at the location, the COTR will notify the contractor, in writing, to complete the work order as part of the original call at no additional charge to UFA.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (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.

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

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

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

F.3 FIRST SOURCE INSTRUCTION

The contractor shall submit, to the District of Columbia as a deliverable, any reports that are required pursuant to H.3 of the 51% District Resident New Hires Requirements and First Source Employment Agreement. If the report is not submitted as part of the deliverables, final payment to the Contractor may not be paid.

F.4 The contractor shall report all work performed using the sample worksheet in Attachment J.1.5 from UFA or future changes to this form by the COTR. The worksheet consists of the work order number, vicinity, work order address, diameter at breast height, wires, facility identification number, species, work description, ward, contractor, arborist assigned to the location, work order initial date, and status. The contractor shall add a column to the form and enter in the date when the work is completed. The contractor shall submit this report the following business day by 9:00 a.m.

- F.5 All trees assigned for removal must be removed within the delivery period established by the work order.
- F.6 All work lists will be sent to the contractor at the beginning of the calendar month. The contractor has 30 days to complete all the work before receiving a new work list at the start of the next calendar month. The contractor must complete all work within 30 days before they will be given a new work list.
- F.7 The contractor shall send bills, receipts and documentation related to costs for dumping the debris generated by the work in this contract. This documentation shall be sent each month with the invoices for the work completed on the work list within 10 days after the end of the month.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.3 All invoices shall be sent to UFA via email in the same format as it is received with the addition of a work completion date column. This same report shall be sent daily to UFA to report for work completion of the previous day's completed work. Any invoice that is not in this format will be sent back for revision. A sample worksheet is attached (Attachment J.1.5) and UFA will send it with the first work list. The work order numbers must always accompany the location on the invoice.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper invoices via email on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: Customer Care Division
2000 14th Street, N.W., 6th Floor
Telephone: (202) 671-2300

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - G.2.2.2 Contract number and invoice number;
 - G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ORDERING CLAUSE

- G.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one (1) year thereafter.
- G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.
- G.4.4 Work orders must be placed in writing by facsimile or e-mailed.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

- G.6.1.1.1 the 3rd day after the required payment date for meat or a meat product;
- G.6.1.1.2 the 5th day after the required payment date for an agricultural commodity; or
- G.6.1.1.3 the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

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

G.6.2.1.1 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

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

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

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

G.7 MEASURE OF PAYMENT

The cost for the crew shall include the equipment (bucket/chip truck, chipper, log truck, crane truck) and all related tools to perform the requested services (chain saws, traffic signs, hand tools, etc.). It shall include traffic control aides, staff and work zone safety operations.

G.8 CONTRACTING OFFICER (CO)

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

Kathy Hatcher, Contracting Officer
Office of Contracting & Procurement
District Department of Transportation
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
202-671-2270

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.10.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: John P. Thomas
Title: Administrator
Agency: District Department of Transportation
Address: 2217 14th Street, N.W., 3rd Floor
Telephone: 202-671-5133

- G.10.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.10.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.11 CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of (0.00) dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- H.3.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- H.3.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
 - H.3.3.1 Number of employees needed;
 - H.3.3.2 Number of current employees transferred;
 - H.3.3.3 Number of new job openings created;
 - H.3.3.4 Number of job openings listed with DOES;
 - H.3.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - H.3.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.3.3.6.1 Name;
 - H.3.3.6.2 Social Security number;
 - H.3.3.6.3 Job title;
 - H.3.3.6.4 Hire date;
 - H.3.3.6.5 Residence; and
 - H.3.3.6.6 Referral source for all new hires.
- H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
 - H.3.5.1 Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
 - H.3.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - H.3.5.3 Material supporting a good faith effort to comply;
 - H.3.5.4 Referrals provided by DOES and other referral sources;
 - H.3.5.5 Advertisement of job openings listed with DOES and other referral sources; and
 - H.3.5.6 Any documentation supporting the waiver request pursuant to section
- H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- H.3.6.1 A good faith effort to comply is demonstrated by the Contractor;
- H.3.6.2 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.
- H.3.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.3.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.7.
- H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the

following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY

- H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.
- H.5.2 The contractor shall be held strictly responsible for any damage to public or private trees that is beyond the repair or restoration satisfaction of the COTR or his/her design, shall make any replacements or repairs promptly at his own expense pursuant to Section 107.10, Protection and Restoration of Property and Landscape, Section 611.04, Pruning, and Section 616, Traffic Control, of the Standard Specifications for Highway and Structures 2005, Revised 2007.

H.6 LIQUIDATED DAMAGES

- H.6.1 The District shall account for this in one or two ways; the decision shall be made at the sole discretion of the District as follows:
- H.6.2 The tree and all its parts (top, trunk and stump) shall be removed by the contractor at no cost to the District. The contractor shall replace the tree with a new 2.5" caliper tree. The planting shall comply with the Standard Specifications for Highway and Structures 2005, Revised 2007, as stated in Section C.3.9, and ISA tree planting Best Management Practices (BMP).
- H.6.3 The dollar value of the damaged tree will be determined by an ISA certified arborists at UFA and will use the ISA/CTLA (Council of Tree and Landscape Appraisers) guide to Establishing the Value of Trees and shrubs. The contractor shall make payment of the dollar value to the District's Tree Fund within thirty (30) calendar days of receipt of the appraisal report. If payment is not received within thirty (30) calendar days, the amount shall be subtracted from the next invoice submitted by that contractor.

H.7 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

H.7.1 For each calendar day that contract work remains incomplete after expiration of the specified delivery period, (All trees listed on a work order must be removed within 30 days from receipt of the work order.), the contractor shall pay to the District liquidated damages in accordance with the following schedule:

H.7.1.1 30 to 60 days overdue - 30% of the contract unit price for the applicable size category;

H.7.1.2 60 to 90 days overdue - 40% of the contract unit price for the applicable size category; and

H.7.1.3 90 to 120 days overdue – 50% of the contract unit price for the applicable size category.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

H.10 DISTRICT RESPONSIBILITIES

The District will provide the contractor with a sample of the Emergency No Parking sign after contract award.

H.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in H.11.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.11.2 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.11.3 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.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.11.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 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.11.6 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.11.7 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.11.8 The requirements of the Living Wage Act of 2006 do not apply to:
- H.11.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.11.8.2 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;
- H.11.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.11.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.11.8.5 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;
- H.11.8.6 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;

- H.11.8.7 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;
- H.11.8.8 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));
- H.11.8.9 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
- H.11.8.10 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.11.9 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 resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

The Standard Specifications for Highways and Structures (SSHS), dated 2005, are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SSHS go to www.ddot.dc.gov, click on Engineering/Construction/Standards under the heading “Information”, then click on Standard Specifications for Highways and Structures.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONFIDENTIALITY OF INFORMATION

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

I.5 TIME

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

I.6 RIGHTS IN DATA

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information

incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.6.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in

whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.6.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however,

notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

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

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the

delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 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.8 SUBCONTRACTS

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

I.9 INSURANCE:

I.9.1.1 **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of

subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- I.9.1.2 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- I.9.1.3 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.9.1.4 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.9.1.5 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 the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.9.1.6 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.
- I.9.1.7 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
- I.9.1.8 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

I.9.2 DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.9.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 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.1.2 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.

I.12 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.13 DDOT TITLE VI ASSURANCE

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

I.13.1 Compliance with Regulations

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

I.13.2 Non-Discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

I.13.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

I.13.4 Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what

efforts it has made to obtain the information.

I.13.5 Sanctions for Non-Compliance

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

I.13.6 Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

The following attachments and forms, which must be completed, are incorporated as part of the contract resulting from this solicitation:

- J.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations.
www.ocp.dc.gov
- J.1.2** Wage Determination No. (2005-2103, Revision No. 6, dated May 29, 2008).
- J.1.3** Living Wage Act of 2006 www.ocp.dc.gov
- J.1.4** The Standard Specifications for Highways and Structures dated 2005, (Attachment J.1.4). www.ddot.dc.gov
- J.1.5** Urban Forestry Administration's Sample Worksheet.
- J.2** *(The following forms are located at www.ocp.dc.gov under Information Solicitation Attachments shall be completed and returned with the bid.)*
- J.2.1** E.E.O. Compliance Documents and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** Living Wage Notice
- J.2.4** First Source Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be

submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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 offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award multiple contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (as specified in Section A.3).**

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

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

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

L.4. FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

information, schedules and liability concerning the services to be performed.

L.5 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on March .

L.6 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.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 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:

L.7.1.1 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

L.7.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.7.2 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.7.3 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.7.4 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.7.5 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.8 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

Office of Contracting and Procurement
Bid Room
2000 14th Street, NW
3rd Floor
Washington, D. C. 20009

L.9 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.10 QUESTIONS ABOUT THE SOLICITATION

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

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, (District Department of Transportation (DDOT), Office of Contracting and Procurement, 2000 – 14th Street, NW, Washington, D.C. 2009 at (202) 671-2270, 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, District Department of Transportation, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, District Department of Transportation, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.13 SIGNING OF BIDS

L.13.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13.2 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.14 **VENDOR SUBMISSION FOR PREFERENCES**

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

L.14.1 Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

L.14.1.1 A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or

L.14.1.2 A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

L.14.2 Evidence that the vendor or any subcontractor is located in an enterprise zone.

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

Refer to J.2.1 for the Self-Certification package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.16 LEGAL STATUS OF BIDDER

Each proposal must provide the following information:

L.16.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the offeror 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.17 STANDARDS OF RESPONSIBILITY

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

L.17.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.17.2** 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.17.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.17.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.17.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.17.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.17.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.18 PERMITS, LICENCES AND SPECIFICATIONS

Bidders must certify that they are now and shall at all times during the period of this contract, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations and specifications, where applicable, in any manner affecting compliance with the terms and conditions of this contract.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION OF OPTION YEARS

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

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.2.1 General Preferences

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

- M.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.2.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.3.1 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.3.1.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.3.1.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.3.1.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.3.1.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.3.1.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.3.1.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the

bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4 Maximum Preference Awarded

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

M.4.1 Preferences for Certified Joint Venture

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

M.5 Vendor Submission for Preferences

M.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.1.3 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

DCKA-2007-B-0011
RESPONSE TO POTENTIAL BIDDERS QUESTIONS

Question 1: Page 2. B1.2 Question: Is it the District's intent to award four different contracts to the four lowest bidders even if the bids in the aggregate are more expensive than the bid of the lowest bidder?

Response: The District intends to award multiple contracts pursuant to Section B.1.2 as amended by this amendment.

Question 1: Is there a ceiling or cap on the amount of the increased price differential in awarding multiple contracts the District might impose? No.

Question 1: What is the mechanism/methodology the District will use in selecting the bids for award as nothing is stated in the IFB to that effect?

Response: No

Question 1: Will each of the four bidders be awarded the same amount of work or a lesser amount in proportion to the differential between their bids and the lowest bid?

Response: By definition of an Indefinite Delivery Indefinite Quantity contract, the District is obligated to place order(s) equal to the minimum quantity. Orders placed beyond the minimum order amount will be at the COTR's discretion and based upon the contractor's technical performance and ability to meet or exceed the delivery requirements of the contract.

Question 1: Will the lowest bidder be given the opportunity to provide additional staff and equipment in order to be awarded more than one of the four contracts should the other three bids be significantly higher in price than the lowest bid, or above any ceiling or cap the District might impose?

Response: No contractor will be awarded more than one contract. Reference Section B.1.2 as amended by this amendment.

Question 1: Are the four different contract award work areas to be limited to a specific Ward group, or will they be citywide?

Response: The COTR has the authority to use his discretion to determine how the work will be assigned, including the geographic areas contractors will work in.

Question 2: Pages 3. B.3.1 Question: Clin 0005 indicates the tree diameter to be 06.1" to 36.0". Will the District correct the error?

Response: The addendum corrects this error.

Question 3: Page 4. B.3.2 Question: Clin 1005 indicates the tree diameter to be 306.1” to 36.0”. Will the District correct the error?

Response: The addendum corrects this error.

Question 4: Clin 1009 shows no maximum quantity, but only the minimum quantity and does not match page 2. B.2.1 quantities for this Clin. Which is the correct quantity?

Response: Referenced the Addendum.

Question 5: Page 5. B.3.3 Question: Clin 2005 indicates the tree diameter to be 306.1”to 36.0”. Will the District correct the error?

Response: The addendum corrects this error.

Question 6: Page 6. B.3.4 Question: Clin 3005 indicates the tree diameter to be 306.1”to 36.0”. Will the District correct the error?

Response: The addendum corrects this error.

Question 7: Page 7. B.3.5 Question: Clin 4005 indicates the tree diameter to be 306.1”to 36.0”. Will the District correct the error?

Response: The addendum corrects this error.

Question 8: Page 9. C.1 Question: Scope defines the work as pruning trees, not removing them. Will the District clarify the scope?

Response: The revised sections of this amendment correct what was an administrative error.

Question 9: Page 10. C.2.1 Question: Background defines contract as pruning trees, not removing them. Will the District clarify the background?

Response: The revised sections of this amendment correct what was an administrative error.

Question 10:Page 11. C.3.1 Question: Requirements are defined for tree pruning, not tree removal. Will the District clarify the requirements?

Response: The revised sections of this amendment correct what was an administrative error.