

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number No. 6		3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: FY 06 Citywide Slurry Seal and Chip Seal Contract	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2007-B-0100	
				9B. Dated (See Item 11) 4/25/2007	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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 _____ 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.</p>					
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>2</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this amendment is to: 1) extend the bid opening date ; and 2) modify the Scope of Work and terms and conditions.</p> <p>1. The bid submission date is extended from July 11, 2007 until July 16, 2007.</p> <p>2. Delete pages 1 thru 69 of the solicitation and substitute the amended pages 1R thru 57R.</p>					
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 Hatcher		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 7/5/2007
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

SOLICITATION, OFFER, AND AWARD			1. Caption: FY 06 City-Wide Slurry Seal and			Page of Pages		
			Chip Seal Contract			1-R	57-R	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		
				<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside		
				4/25/2007				
7. Issued By: Office of Contracting and Procurement (Indicate Cluster Name) (Indicate Address, including Room/Suite Number) Washington, DC (Include Zip Code)				8. Address Offer to: Office of Contracting and Procurement				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at _____ until _____ local time _____ (Hour) _____ (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address		
				(Area Code) (Number) (Ext)				
11. Table of Contents								
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	Solicitation/Contract Form	1R	X	I	Contract Clauses	35R - 41R	
X	B	Supplies or Services and Price/Cost	2R - 3R	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	Specifications/Work Statement	4R - 15R	X	J	List of Attachments	42R	
N/A	D	Packaging and Marking	16R	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	Inspection and Acceptance	17R	X	K	Representations, certifications and other statements of offerors	43R - 46R	
X	F	Deliveries or Performance	18R - 20R					
X	G	Contract Administration Data	21R - 26R	X	L	Instructions, conditions & notices to offerors	47R - 53R	
X	H	Special Contract Requirements	27R - 34R	X	M	Evaluation factors for award	54R - 56R	
OFFER								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		
		_____ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code) (Number) (Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		



SECTION B - CONSTRUCTION AND PRICE

B.1 BACKGROUND

B.1.1 The District Department of Transportation, District of Columbia Government (District) is seeking a contractor to provide Slurry Seal and Bituminous Surface Treatment with fabric (Chip Seal) services along various roadways and alleys located throughout the District of Columbia (District).

B.1.2 The contractor shall provide all the supervision, personnel, equipment, materials, tools, supplies and all incidentals required to perform Slurry Seal and Chip Seal services.

B.2 The District Government contemplates award of a requirements contract for the services specified with payment based on fixed unit prices as set forth in the SCHEDULE below. Contractor shall provide all specified services required by the District. The quantities specified are estimates only.

B.3 BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Montgomery. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm.
___	___	Frederick County, Maryland	___	___	

___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name: _____

B.3 SERVICE - DESCRIPTION /PRICE

District Department of Transportation

PAGE: 1

SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: 2007B0100

PROJECT(S): 2007B0100

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001						
0010	404002 Slurry Seal	175000.000 SY	.		.	
0020	405993 Bituminous Surface Treatment Special Item - SY - ASPHALT SATURATED PAVING FABRIC (ITEM#405-004)	175400.000 SY	.		.	
0030	405993 Bituminous Surface Treatment Special Item - SY - BITUMINOUS SURFACE TREATMENT (CHIP SEAL) (ITEM#405-002)	175000.000 SY	.		.	
0040	616001 Maintenance of Highway Traffic	LUMP	LUMP		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation, intends to enter into an indefinite quantity indefinite delivery contract for the procurement of Slurry Seal and Bituminous Surface Treatment with fabric (Chip Seal) services along various roadways and alleys located throughout the District of Columbia (District). The Contractor shall perform all work in accordance with D.C. Standard Specifications for Highway and Structures dated 2005.

C.1.2 Work consists of slurry sealing and chip sealing with fabric roadways and alleys throughout the District. Location of work will be city-wide as prescribed in writing by the Project Engineer. The Project Engineer (Engineer) will provide the contractor with a list of work locations approximately a week before the work is to be performed.

C.1.3 Work also requires installation of “No-Parking” signs at least 72 hours in advance and removal of the same after work is done. Installation and removal of “No-Parking” signs, cleaning of roadway and protection of utility manholes, underground vaults will not be measured and paid separately. The cost of this work shall be distributed among the pay items of this contract.

C.1.4 There will be no separate measure and payment for mobilization and demobilization. The cost of Mobilization and de-mobilization shall be reflected and distributed among the pay-items.

C.2 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.

Number	Title	Date
1	District of Columbia Department of Transportation Standard Specifications for Highways and Structures	2005 Edition, as amended
2	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
3	AASHTO PP28	Latest Edition,

Number	Title	Date
		as amended
4	Wage Determination No.: 2005-2103, Revision 3	May 29, 2007
5.	Work Zone Safety, District Department of Transportation	

C.3 DEFINITIONS

C.3.1 Offerors shall refer to section 101.03 of the Standard Specifications for Highways and Structures for definitions of common terms.

C.3.2 **Slurry Seal** - Work involves the necessary cleaning and disposal of all unnecessary materials as directed and the application of a slurry seal overlay on designated streets. This contract item shall include such miscellaneous and incidental work necessary to complete repairs ordered and as directed by the Contracting Officer’s Technical Representative (COTR). A list of streets will be given to contractor by the Engineer. The Contractor shall be responsible for maintenance of traffic.

C.3.3 **Joint Seal** – Work includes routing and pressure cleaning of pavement joints and the placement of joint sealing material of the hot poured type, flush with the existing roadway, and an overlay of approximately one half (1/2) inch on either side of the crack.

C.3.4 **Bituminous Surface Treatment with fabric (Chip Seal)** The work of Bituminous Surface treatment (chip seal) involves: 1) the necessary cleaning and disposal of all unnecessary materials as directed by the Project Engineer; 2) application of a layer of tack coat; 3) laying a layer of pavement fabric; and 4) laying a layer of chip seal. over designated streets. This contract shall include such miscellaneous and incidental work as is necessary to complete repairs ordered and as directed by the Engineer. A list of streets will be given to the contractor by the engineer. The Contractor shall be responsible for maintenance of traffic.

C.4 REQUIREMENTS

The contractor shall provide all the supervision, personnel, equipment, materials, tools, supplies and all incidentals required to perform Joint Seal, Slurry Seal and Chip Seal services in accordance with the following specifications:

C.4.1 SLURRY SEAL, Item 404 002 (Single Course)

C.4.1.1 DESCRIPTION: Slurry Seal shall consist of mixing and placing a bituminous mixture on clean roadway surface in conformance with these specifications, where shown on the plans, and/or where directed by the Engineer.

C.4.1.2 **COMPOSITION:** Slurry Seal shall consist of emulsified asphalt, mineral aggregate, and water; and when required by the mix design Slurry Seal may also consist of Portland Cement and/or an additive. Slurry Seal shall contain 2.5 to 3.0 gallons of asphalt emulsion for every 100 pounds of mineral aggregate, and the amount of water shall be regulated for proper consistency

C.4.1.3 **MATERIALS:**

C.4.1.3.1 **Asphalt Emulsion:**

C.4.1.3.1.1 Emulsified Asphalt - AASHTO M 140, Grade SS-1 or 1h.

C.4.1.3.1.2 Cationic Emulsified Asphalt - AASHTO M 208, Grade CSS-1 or 1 ht.

C.4.1.3.2 **Fine Aggregate:** Fine aggregate shall be polish resistant stone screenings or manufactured sand.

C.4.1.3.3 **Mineral Filler:** Shall Conform to the requirements of 803.08.

C.4.1.3.4 **Water:** Water used in the mix shall be potable and free from foreign matter..

C.4.1.3.5 **Additive:** An additive may be mixed with the water to extend the mixing time as temperatures increase.

C.4.1.4 **MIX REQUIREMENTS:**

C.4.1.4.1 **Mix Design:** The Contractor shall submit to the COTR a mix design and results of the compatibility test as outlined in these specifications, prepared by an approved testing laboratory. The loss by the Wet Track Abrasion Test shall not be less than 15 grams nor greater than 75 grams per square foot. The Wet Track Abrasion Test (WTAT) shall be performed in accordance with ASTM-D3910. Proper time set, cure time and Consistency shall be determined in accordance with ASTM-D3910.

C.4.1.4.2 **Compatibility Tests:**

C.4.1.4.2.1 **Bituminous Materials** - A Slurry mix shall be prepared and tested as follows: To 200 grams of job mix aggregate add the percentage of Portland Cement, water and emulsion at 75-80 degree F as established by the job mix. This mixture shall form a free flowing, smooth, homogeneous slurring with NO segregation and be capable of being stirred by hand (spoon or spatula) with NO evidence of balling or stiffening for a **MINIMUM** period of two minutes (120 SECONDS) AT 75-80 degrees F to PASS the test requirement.

C.4.1.4.2.2 **Non-Bituminous Material** - Slurry Seal Mix Control Test - A slurry mixture prepared as specified above in these specifications shall be prepared with the exception that each component shall be heated to 100 degrees F prior to incorporation in the mix. Add to the

aggregate in order, with thorough mixing after each addition, cement, water, and other additives (by weight of the aggregate) prior to the addition of emulsion. This mixture shall form a free-flowing, smooth, creamy, homogenous slurry and be capable of being stirred by hand (spoon or spatula) with NO evidence of balling or stiffening for a minimum period of two minutes at 100 degrees F to PASS the test requirement.

C.4.1.4.3 **Job Mix Range:**

<u>Sieve Designation</u>	<u>Percent Passing By Weight</u>
3/8 inch	100
No. 4	85-100
No. 8	65-90
No. 16	45-70
No. 30	30-50
No. 50	18-30
No. 100	10-21
No. 200	5-15

For the portion passing the No. 200 Sieve, Portland Cement may be used in an amount up to 2 percent by weight of total aggregate mix to control mixing time. The Contractor shall prepare trial batches of the approved mix design in the field for evaluation of the final blend of aggregate, filler, total water content, and residual asphalt. The work shall not proceed until the mix design and the results of the field trial batches have been approved by the final approved blend during the course of operations. The gradation selected shall not vary outside of the limits of the job mix range for each specification sieve size and for the thickness of application specified. Once the job mix range has been approved, the gradation asphalt content (residual asphalt) shall not vary by more than $\pm 1.5\%$ from that designated in the approved mix design.

C.4.1.5 **EQUIPMENT:**

C.4.1.5.1 **General:** All equipment, tools and machines used in the performance of this work shall be furnished and maintained in satisfactory working condition. Mixing and spreading equipment shall be combined in a single mobile operating unit and shall be equipped with a steering device. A burlap drag approximately 18 inches wide shall be attached to the back of the unit for the purpose of smoothing the slurry seal. The mobile unit shall be capable of an operative speed of at least 60 feet per minute. The mobile unit shall have sufficient storage capacity to mix and apply a minimum of five tons of slurry.

C.4.1.5.2 **Mixer:** The mixer shall be a continuous flow type mixer and shall be capable of delivering water and a predetermined proportion of aggregate and asphalt emulsion to a revolving multi-blade mixer tank. The mixer tank shall discharge the thoroughly mixed product on a continuous basis. The multiblades of the mixing unit shall be capable of thoroughly blending all ingredients.

- C.4.1.5.3 **Spreader:** The spreader shall be equipped with a flexible type squeegee positioned in surface. The spreader shall be designed to apply a uniform spread without loss of the slurry when operated on pavements of varying grades and crown and with wheel track depressions up to one (1) inch in depth.
- C.4.1.5.4 **Auxiliary Equipment:** Hand squeegees, shovels and hand equipment shall be provided as necessary to perform work in areas which are inaccessible to the unit.
- C.4.1.6 CONSTRUCTION:**
- C.4.1.6.1 **Preparation of Surface:** The pavement should be thoroughly cleaned to remove dirt, debris, vegetation, loose stone and other objectionable materials immediately preceding application of the asphalt for the fabric. Cleaning can be performed by either brooming or the use of compressed air.
- C.4.1.6.2 **Crack and pothole filling:** Potholes and cracks ¼” or larger require filling. Wide cracks can receive asphalt intended for the fabric.
- C.4.1.6.3 **Application of slurry seal :** Approved asphalt cement shall be uniformly applied to prepared and approved surface. The quantity required may vary with the surface condition of the existing pavement, but shall be applied at a nominal rate of 0.25 gallons per square yard. Aggregate and must be prewetted immediately prior to mixing with the emulsion. The Engineer may direct that the surface of the pavement be fogged with water (approximately .05 gallon per yard) immediately preceding the pass of the spreader. The slurry mixture shall be of a consistency such that it "rolls" in the spreader box in a continuous mass. Slurry that segregates in the spreader box, so that flowing of liquids (water and emulsion) is evident, is not acceptable and shall not be applied. The total time of mixing aggregate and slurry shall not exceed four minutes. A sufficient amount of slurry shall be present in the spreader at all times to insure that complete coverage is obtained. The slurry shall be placed on the road in full lane widths up to and including 12 feet. The contractor shall use a mechanical device such as augers to distribute the slurry mix in the spreader box. The contractor shall correct excess buildup of slurry on longitudinal and transverse joints. The contractor shall not open treated areas to traffic until such time as the slurry seal has cured to the extent that it will no longer be damaged by traffic. The applied slurry mixture must be uniform in texture and shall not flush under traffic. The COTR may require the surface area to which the slurry has been applied by hand to be rolled using a pneumatic-tire type roller. The contractor shall operate the roller at an approximate tire pressure of 50 pounds per square inch and the paved area shall be subjected to minimum of two covers.
- C.4.1.6.4 **REQUIREMENT TO CORRECT UNSATISFACTORY WORK:** The Contractor shall correct any areas not considered satisfactory by the District's Engineer at no additional expense to the District.
- C.4.1.6.5 **THICKNESS OF APPLICATION:** The contractor shall apply the average minimum

thickness of not less than 3/16”.

C.4.1.7 MEASURE AND PAYMENT:

C.3.1.7.1 Measure for Slurry Seal will be measured in square yards of surface completed in place and accepted. Surface measurements will be used, and accepted.

C.3.1.7.2 Payment will be made at the contract unit price per square yard complete in place, which payment will include proper cleaning of roadway, furnishing and applying the slurry mix, curing and all labor, tools, materials, equipment and all incidentals needed to complete the specified work.

C.3.2 BITUMINOUS SURFACE TREATMENT WITH PAVING FABRIC (CHIP SEAL With paving fabric), Special Item No. 405993 cross reference Item No. 405004

C.3.2.1 DESCRIPTION: Bituminous Surface Treatment (Chip Seal) work shall consist of placing tack coat on a prepared and approved road surface. Placing paving fabric, placing of bituminous and aggregate mixture and finally placing a single layer of slurry seal in conformance with specifications, where shown on the plans, and/or where directed by the COTR.

C.3.2.2 COMPOSITION: Bituminous Surface Treatment (Chip Seal) shall consist of emulsified asphalt, paving fabric, mineral aggregate, and water; and when required by the mix design Bituminous Surface Treatment (Chip Seal) may also consist of Portland Cement and/or an additive. Bituminous Surface Treatment (Chip Seal) shall contain 2.5 to 3.0 gallons of asphalt emulsion for every 100 pounds of mineral aggregate, and the amount of water shall be regulated for proper consistency

C.3.2.3 MATERIALS:

C.3.2.3.1 Asphalt Emulsion:

C.3.2.3.1.1 Emulsified Asphalt - AASHTO M 140, Grade SS-1 or 1h.

C.3.2.3.1.2 Cationic Emulsified Asphalt - AASHTO M 208, Grade CSS-1 or 1 ht.

C.3.2.3.2 **FINE AGGREGATE:** Fine aggregate shall be polish resistant stone screenings

C.3.2.3.3 **Mineral Filler:** Shall Conform to the requirements of 803.08.

C.3.2.3.4 **Water:** Water used in the mix shall be potable and free from foreign matter..

C.3.2.3.5 **Additive:** An additive may be mixed with the water to extend the mixing time as temperatures increase.

C.3.2.3.6

Paving Fabric: Pavement fabric shall be manufactured by an ISO approved facility of polypropylene or polyester nonwoven textile materials for the purpose of provided longer life to prevent overlays. The fabric shall be a needle punched nonwoven fabric; heat treated on one side and shall conform to the following:

DESCRIPTION	TEST METHOD	MINIMUM VALUE
Mass per unit area, OZ/YD2 (gm/m2)	ASTM D3776	4.1 (140)
Grab Tensile Strength, lb (N)	ASTM D4632	102 (450)
Grab Elongation at break, %	ASTM D4632	55
Mullen Burst, PSI(kpa)	ASTM D3786	200 (1370)
Asphalt Retention, gal/yd2 (l/m2)	ASTM D6140	0.21 (0,95)

A certificate of compliance from the manufacturer of the fabric used on the shall be furnished to the engineer. The fabric shall be furnished in a suitable covering, capable of protecting the fabric from ultraviolet rays, abrasion, and water.

C.3.2.4 MIX REQUIREMENTS:

C.3.2.4.1

Mix Design: The Contractor shall submit to the COTR a mix design and results of the compatibility test as outlined in these specifications, prepared by an approved testing laboratory. The loss by the Wet Track Abrasion Test shall not be less than 15 grams nor greater than 75 grams per square foot. The Wet Track Abrasion Test (WTAT) shall be performed in accordance with ASTM-D3910. Proper time set, cure time and Consistency shall be determined in accordance with ASTM-D3910.

C.3.2.4.2

Compatibility Tests:

C.3.2.4.2.1

Bituminous Materials – A Bituminous Surface Treatment (Chip Seal mix) shall be prepared and tested as follows: To 200 grams of job mix aggregate add the percentage of Portland Cement, water and emulsion at 75-80 degree F as established by the job mix. This mixture shall form a free flowing, smooth, homogeneous slurring with NO segregation and be capable of being stirred by hand (spoon or spatula) with NO evidence of balling or stiffening for a **MINIMUM** period of two minutes (120 SECONDS) AT 75-80 degrees F to PASS the test requirement.

C.3.2.4.2.2

Non-Bituminous Material - Bituminous Surface Treatment (Chip Seal) Mix Control Test - A mixture prepared as specified above in these specifications shall be prepared with the exception that each component shall be heated to 100 degrees F prior to incorporation in the mix. Add to the aggregate in order, with thorough mixing after each addition, cement, water, and other additives (by weight of the aggregate) prior to the addition of emulsion. This mixture shall form a free-flowing, smooth, creamy, homogenous mix and be capable of being stirred by hand (spoon or spatula) with NO evidence of balling or stiffening for a minimum period of two minutes at 100 degrees F to PASS the test requirement.

C.3.2.4.3 **Job Mix Range:**

<u>Sieve Designation</u>	<u>Percent Passing By Weight</u>
3/8 inch	100
No. 4	85-100
No. 8	65-90
No. 16	45-70
No. 30	30-50
No. 50	18-30
No. 100	10-21
No. 200	5-15

For the portion passing the No. 200 Sieve, Portland Cement may be used in an amount up to 2 percent by weight of total aggregate mix to control mixing time.

The Contractor shall prepare trial batches of the approved mix design in the field for evaluation of the final blend of aggregate, filler, total water content, and residual asphalt. The work shall not proceed until the mix design and the results of the field trial batches have been approved by the final approved blend during the course of operations. The gradation selected shall not vary outside of the limits of the job mix range for each specification sieve size and for the thickness of application specified. Once the job mix range has been approved, the gradation asphalt content (residual asphalt) shall not vary by more than \pm 1.5% from that designated in the approved mix design.

C.3.2.5 **EQUIPMENT:**

C.3.2.5.1 **General:** All equipment, tools and machines used in the performance of this work shall be furnished and maintained in satisfactory working condition. Mixing and spreading equipment shall be combined in a single mobile operating unit and shall be equipped with a steering device. A burlap drag approximately 18 inches wide shall be attached to the back of the unit for the purpose of smoothing the bituminous surface treatment/ .

The mobile unit shall be capable of an operative speed of at least 60 feet per minute. The mobile unit shall have sufficient storage capacity to mix and apply a minimum of five tons of slurry.

C.3.2.5.2 **Mixer:** The mixer shall be a continuous flow type mixer and shall be capable of delivering water and a predetermined proportion of aggregate and asphalt emulsion to a revolving multi-blade mixer tank. The mixer tank shall discharge the thoroughly mixed product on a continuous basis. The multiblades of the mixing unit shall be capable of thoroughly blending all ingredients.

- C.3.2.5.3 **Spreader:** The spreader shall be equipped with a flexible type squeegee positioned in surface. The spreader shall be designed to apply a uniform spread without loss of the mix when operated on pavements of varying grades and crown and with wheel track depressions up to one (1) inch in depth.
- C.3.2.5.4 **Auxiliary Equipment:** Hand squeegees, shovels and hand equipment shall be provided as necessary to perform work in areas which are inaccessible to the unit.
- C.3.2.6 CONSTRUCTION:**
- C.3.2.6.1 **Preparation of Surface:** The surface upon which paving fabric is to be placed should be free of loose dirt, water, and litter, and other objectionable materials immediately preceding application by either brooming or the use of compressed air. The Contractor will remove any vegetation prior to the placement of fabric.
- C.3.2.6.2 **Crack and pothole filling:** Potholes and cracks 1/4" or larger require filling, before application of bituminous surface treatment. Asphalt of approved mix design shall be used to repair potholes and wide cracks.
- C.3.2.6.3 **Tack coat for fabric:** Paving grade asphalt or emulsions may be used. It is important to have uniform application that provides 0.2gal/square yard residual asphalt for the pavement surface. Typically, 0.05gal/square yard residual is sufficient for bonding (more for very porous surfaces, less for smooth, impervious surfaces), with 0.25gal/square yard residual asphalt total. The area of application should be 2" to 6" wider than the fabric width. Paving grade asphalt (most commonly AR-4000 or AC-10) should be applied between 325 degree F to 350 degree F at a rate of 0.22 to 0.3 gal/square yard. Waiting 15 to 30 seconds before installing the fabric into the oil can compensate for excessively hot asphalt. Emulsion (most commonly CRS-2) should be applied between 125 degree F and 185 degree F. The emulsion must cure before fabric placement. Application rate should be between 0.34 to 0.46 gal/square yard for CRS-2 (this yields 0.22 to 0.3 gal/square yard residual asphalt).
- C.3.2.6.4 **Installation of Paving Fabric:** The approved fabric shall be laid smoothly into the tack coat with minimal wrinkling. Laydown using tractor – powered mechanical equipment is straightforward and efficient. For smaller projects areas the fabric can be installed manually using the following laydown sequence:
- C.3.2.6.4.1 Attach the support bar and laydown brake devices to fabric roll, and adjust each brake to provide uniform drag (uneven drag may induce wrinkling).
- C.3.2.6.4.2 With the free end of the fabric held at starting point, walk the roll in the direction of laydown, unrolling the fabric against the present drag. The roll should be held so that the fabric unwinds over the top of the roll, ensuring that the bearded (fuzzy) side is placed down into the oil, providing optimum bond between the fabric and the pavement.
- C.3.2.6.4.3 Unroll 20 to 30 feet (length will vary with crew experience, wind conditions, etc.), stretching the fabric taut and wrinkle-free.

- C.3.2.6.5 **Sanding and Trafficking:** Uniformly apply sand at a spread rate of 4 to 6 lbs/sq yd and pneumatically roll prior to trafficking. Open the road to traffic for a minimum of two days, to assure full saturation of the asphalt into the fabric and to allow a complete cure if an emulsion was used. Rainfall on freshly installed paving fabric may reduce skid resistance. Signs should be posted to advise motorists that the surface may be slippery when wet, and speed should be appropriately reduced. (As the street conditions may dictate, the DDOT Project Engineer may issue instructions for application of chip seal the same day when the fabric and slurry seal is laid, without waiting for 2 or 3 days for the emulsion to cure and/or to assure full saturation of the asphalt into the fabric. These decisions will be made for better public safety and to minimize inconvenience to the public as much as possible.)
- C.3.2.6.6 **Application of chip seal:** After being trafficked for several days, the surface may require a light sweeping to remove excess sand and debris prior to the application of the emulsion and stone. The asphalt cement may bleed through the fabric before the chip seal is placed. The contractor shall absorb any excess sealant by spreading sand over the affected areas. This will minimize the tendency for construction equipment to pick up the fabric when driving over it. The contractor shall sweep the area prior to the placement of the chip seal to remove excess sand. The contractor shall turn the paver or other vehicles gradually and keep it to a minimum to avoid movement or damage to the paving fabric. The contractor shall apply a layer of chip seal. The contractor shall follow the application of the emulsion as closely as possible with the placement of chips. The contractor shall use clean, damp and angular chips to have good adherence and to have a high friction surface course. The contractor shall immediately follow the placement of the chips by rolling, using a pneumatic or a steel roller.
- C.3.2.6.7 **Thickness of Application:** The average minimum thickness of application shall not be less than 3/16".
- C.3.2.7 MEASURE AND PAYMENT:**
- C.3.2.7.1 Measurement for Bituminous Surface Treatment (Chip Seal) will be measured in square yards of surface completed in place and accepted. Surface measurements will be used, and accepted.
- C.3.2.7.2 Payment will be made at the contract unit price per square yard complete in place, which payment will include proper cleaning of roadway, application of tack coat, furnishing and applying the Bituminous Surface Treatment (Chip Seal) mix, curing and all labor, tools, materials, equipment and all incidentals needed to complete the specified work. Payment for crack filling, pothole repair and paving fabric will be made separately under appropriate items.
- C.3.3 BITUMINOUS SURFACE TREATMENT (Chip Seal NO Fabric) : Special Item No. 405993 cross reference Item No. Item 405-002**

- C.3.1 **Section 405:** This section modifies the section 405 of DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES 2005. Work consists of pressure cleaning designated pavement surface area. Applying a layer of hot bituminous (tack coat) with mechanical sprayer. Spreading and compacting of aggregates.
- C.3.2 For material refer to 405.02 of DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES 2005.
- C.3.3 The unit of measurement for this item will be square yards. The number of square yards will be the actual number of square yards measured complete in place.
- C.3.4 Payment for this item will be made at the contract unit price which will include cleaning of surface to be treated, application of hot bituminous and spreading and compacting of aggregate.
- C.4 MAINTENANCE OF HIGHWAY TRAFFIC Item number 616001**
- C.4.1 The Contractor shall maintain highway traffic during the contract term in accordance with the District of Columbia Department of Public Works Standard Specifications for Highways and Structures.
- C.4.2 The following supplements and modifies Standard Specifications section 104.2:
- C.4.2.1 References to the Manual of Uniform Traffic Control (MUTCD) apply to the 2000 edition with latest revisions;
- C.4.2.2 Delete the first paragraph of section 104. 2 and replace with the following:
- “(A) TRAFFIC FLOW RESTRICTIONS
- During the peak traffic hours (7:00 a.m. - 9:00 a.m. and 3:30 p.m. - 6:00 p.m., Monday through Friday, excluding holidays), the full roadway widths of all streets within the project area shall be maintained for vehicular traffic unless directed by the Engineer. At all other times and when work is actually being performed, the Contractor may occupy the roadway as per requirement and approval of Project Engineer, otherwise the peak hour restriction shall apply.”
- C.5 SIGNS:**
- C.5.1 Work consists of furnishing, installing, maintaining and removing after the work is done. This includes federal aid project sign, DC rebuild signs and any other sign that is required as per DC Specification.
- C.5.2 There will be no measurement for the work under this provision.

C.5.3 **BASIS OF PAYMENT** – No direct payment will be made. The cost all labor, material, equipment and incidental shall be distributed among other pay items of this.

C.3.8 BITUMINOUS SURFACE TREATMENT AND SLURRY SEAL: Item 405 004

C.3.8.1 Work consists of treating the designated road surface with Bituminous surface treatment and then slurry sealing the same area after one week of Bituminous Surface Treatment. All special provisions of Bituminous Surface Treatment and Slurry Seal apply to this item.

C.3.8.2 Material for Bituminous Surface Treatment and Slurry Seal shall comply to their respective specifications. Mixing and placing instructions of the manufacturer shall be followed, two copies of which shall be delivered to the COTR prior to any operations. Defective and improperly placed material, as determined by the COTR, shall be removed and reconstructed at the Contractor's expense.

SECTION D: PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

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.

The Engineer will approve all the material and source of material before its use.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of **ONE YEAR** from date of award specified on the cover page of the contract.

F.2 POST AWARD CONFERENCE

A Post Award conference with the Contractor is required. The COTR will schedule conference within 15 days after date of contract award. The conference will be held at District Department of Transportation, Infrastructure Project Management Administration, 64 New York Ave., N.E., 1st Floor, Washington, DC.

F.3 DELIVERABLES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

All work shall be completed as specified in this IFB for Slurry Seal/Chip Seal with fabric Contract. Traffic Control Plan is required (See District of Columbia Department Of Transportation Standard Specifications for Highways And Structures 2005)

F.4 FIRST SOURCE INSTRUCTION

The Contractor shall submit, to the District of Columbia as a deliverable, any reports that are required pursuant to H.13.5 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.5 COLD AND HOT WEATHER CONSTRUCTION FOR SLURRY AND CHIP SEAL

F.5.1 Temperature requirement for Slurry Seal will be governed by section 408.04 (B) of District of Columbia, Standard Specifications For Highway And Structures 2005, unless otherwise directed by the COTR. For Bituminous Surface Treatment (Chip Seal) section 409.03 B1 of District of Columbia, Standard Specifications For Highway And Structures 2005, will be applicable unless otherwise directed by the COTR.

F.5.2 The contractor shall not apply Slurry Seal after October 15 when the surface temperature is below 60 degrees F.

F.5.3 After October 15 Bituminous Surface Treatment (Chip Seal) shall not be applied when the surface temperature is below 50 degrees F.

F.6 WORK HOURS

F.6.1 This SP supplements and modifies Standard Specifications for Highways and Structures, Sections 104.02, 105.10 and 105.11.

F.6.2 The Contractor shall perform work outside of the following hours only with the advance notice to and approval by the COTR:

Monday through Friday 7:00 AM to 7:00 PM

F.6.3 The Contractor may be given permission to work beyond these limits only for maintenance of traffic activities, emergencies, work stipulated to be performed at night and other activities specifically granted in writing by the COTR.

F.7 NIGHT WORK: This Special Provision replaces Section 105.11 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005.

F.7.1 **GENERAL:** The Contractor shall be subject to area noise ordinances for night work from 7:00 PM to 7:00 AM and to the restrictions on equipment as indicated below. Noise levels created by construction activities will require an application for waiver to the District submitted by the Contractor. The District cannot guarantee that a waiver will be granted.

F.7.2 For this project, the area will be classified as “Residential”. The Contractor shall also maintain sufficient light illumination levels for safe operations in all active work areas during evening and night work. Temporary lighting for the Contractor's operations shall comply with OSHA regulations, Section 1926.56, task requirements and as specified herein.

D.C. MAXIMUM PERMITTED NOISE LEVEL*

ZONE	Maximum Noise Level, DBA	
	Daytime	Nighttime
Residential, Special Purpose or Waterfront Zone	60	55
Commercial or Light Manufacturing Zone	65	60
Industrial Zone	70	65

*D.C. Law 2-53, District of Columbia Noise Control Act of 1977.

F.7.3 **RESTRICTIONS:** The use of all mechanical impact demolition equipment will be absolutely prohibited between the hours of 10:00 PM and 7:00 AM

F.7.4 **MEASURE AND PAYMENT:** No separate measure or additional payment will be made by the District for night work or night lighting

F.8 CONSTRUCTION SCHEDULING: This Special Provision adds to Section 108.03 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005 by adding:

F.8.1 The Contractor shall submit a construction schedule to the COTR at least seven (7) calendar days prior to the start of construction.

F.8.2 **ORDER OF WORK** – The Contractor shall schedule his work so that the requirements of **MAINTENANCE OF TRAFFIC** as shown on the plans are satisfied. In the event that the contractor wishes to make modifications to these sequences, the contractor shall submit complete traffic control and detour plans for approval.

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 services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

G.2.1 The Contractor shall submit proper invoices on a monthly basis in accordance with Section G.3 of this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below. The address of the CFO is:

Office of the Controller/Agency CFO
2000 14th Street, N.W.
6th Floor
Washington, DC 20009
202-671-2300

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:

G.2.2.1 Contractor's name 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, section two (2) and encumbrance number, section twenty-one (21) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/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 METHOD OF PAYMENT

- G.3.1 Payment for slurry seal** will be made at the contract unit price per square yard.
- G.3.2 Payment for bituminous surface treatment with paving fabric (chip seal with paving fabric)** will be made at the contract unit price per square yard.
- G.3.3 Payment for bituminous surface treatment (chip seal no fabric)** will be made at the contract unit price per square yard.
- G.3.4 Payment for maintenance of highway traffic** will be made at the contract firm-fixed-price. The firm-fixed-price shall include the costs of performing the following tasks in accordance with section C.3.1.
 - G.3.4.1 Provision, maintenance and removal, when not in use, of all traffic control devices and advance warning signs;
 - G.3.4.2 performance of lane closings and openings;
 - G.3.4.3 provision of Traffic Safety Officer and flaggers if necessary; and
 - G.3.4.4 all additional personnel and equipment necessary to efficiently and safely execute the maintenance of traffic during construction.

G.4 ASSIGNMENTS

- G.4.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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.5 CONTRACTING OFFICER (CO)

G.5.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Jerry M. Carter
Contracting Officer
Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, DC 20009
202-671-2270

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 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.6.3 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.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 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 writing by the Contracting Officer. The COTR is synonymous with "Engineer" as identified in the Standard Specifications for Highway and Structures. The COTR for this contract is:

Mr. Thillainath Chelliah, Deputy Chief
Street and Bridge Maintenance Division
Infrastructure Project Management Administration
District Department of Transportation
64 New York Avenue Washington, D.C. 20002
(202) 671-4607

G.7.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.7.3 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.8 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.8.1 For contracts subject to the 51% District Resident New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.13.5.

G.8.2 No final payment shall be made by the District to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Resident New Hires Requirements and First Source Employment Agreement.

G.9 ORDERING CLAUSE

G.9.1 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 during the term of this contract.

G.9.2 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.9.3 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.

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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE)

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 3, dated 05/29/2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act incorporated herein as Attachments **J.1.2** of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract.

H.2 LIQUIDATED DAMAGES: Replace Section 108.07 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005 with the following:

H.2.1 For each calendar day that contract work remains incomplete on a task order basis after expiration of the specified construction completion time, or main part thereof, the sum of **\$800.00** has been set by the Contracting Officer as liquidated damages from any money due the Contractor. The Contractor's operation after expiration of construction completion time as extended will in no way waive the District's rights under the contract.

H.2.2 In the event the District terminates the contractor's rights to proceed, liquidated damages will continue to accrue until the work is complete and accepted. These liquidated damages are in addition to excess costs of re-procurement.

H.3 OTHER CONTRACTS: This SP adds to the Standard Specifications for Highway and Structures, 2005.

H.3.1 The Contractor is alerted that other contracts associated with this project or of different scope (utility relocation) either have been, will be or may be let for work near the project area.

H.3.2 The Contractor shall coordinate his work and cooperate fully with all others in order to eliminate or curtail delays and interference of any kind. Particular attention shall be paid to proper maintenance of highway traffic throughout the project area. The Contractor shall perform lane closings and re-openings without interfering with others or conflicting with traffic maintenance by others.

H.3.3 The District assumes no liability, other than authorized time extensions, for contract delays or damages resulting from delays or lack of progress by others.

H.4 SUBCONTRACTING

H.4.1 The Contractor shall not subcontract any portion of the contract except with the written consent of the Contracting Officer of the D.C. Office of Contracting and Procurement or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. The Contractor shall submit in writing to the Contracting Officer any request(s) to subcontract any portion of this contract, and the Contractor shall accompany its request with: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s).

H.4.2 The request(s) also shall provide the following information:

H.4.2.1 Subcontractor's name, address, telephone number, and Federal I.D. Number or Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

H.4.2.2 Estimated dollar amount of the subcontract.

H.4.2.3 Estimated starting and completion dates of the subcontract.

H.4.3 The Contractor shall issue the subcontractor approval request form included herein as Attachment J.7 to request approval of Subcontractors on this project. The form should be completed for each Subcontractor requested for approval and submitted to:

**Contracting Officer- Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009**

H.5 SAFETY AND ACCIDENT PREVENTION:

H.5.1 In performing any work under this contract on premises which are under direct control of any participating District Agency, the Contractor shall conform to all safety practices and requirements as set forth in the Safety Standard, Rules and Regulations Journal published by the District of Columbia and enforced by the Minimum Wage and Industrial Safety Board. In addition, the Contractor shall conform to Departmental Orders, Bulletins or Memoranda issued by the Safety Officer. For copies of the relevant documents and incident report forms, contact:

Natalie Jones-Best, Risk Manager, DDOT
(202) 671-2403
Department of Transportation

2000 14th Street, N. W., 5th Floor
Washington, D.C. 20009

The Contractor shall agree to take all reasonable steps and precautions to prevent accidents and reserve the health and welfare of Contractor and departmental employees while in performance of their duties. The Contractor shall promptly correct any violations of a law standard, rule or regulations when notified in writing by the Safety Officer. The Contractor shall submit the incident report form in accordance with the requirements of the Department Safety Officer that may be in effect as of the time of any injury.

H.6 PROJECT SECURITY:

H.6.1 **GENERAL** - Portions of the general project site will be open to the public during construction. The Contractor shall take the necessary measures to prevent vandalism and theft of materials, equipment and tools as well as the completed work on the project site. The District will not be held liable for any loss or damage resulting there from.

H.6.2 **MEASURE AND PAYMENT** – The District will make no direct measure of payment for this item. The contractor shall reflect and distribute among the various Pay Items the cost of project security.

H.7 CONSTRUCTION SURVEY: This Special Provision replaces Section 108.11 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005.

H.7.1 Prior to starting and after the completion of slurry seal and Bituminous Surface Treatment (Chip Seal) the Contractor shall make a detailed inspection of buildings, structures, roadways, sidewalks, retaining walls, landscaping, and related surface improvement adjacent to and in the vicinity of the proposed work, wherever located. The inspection shall include notes, measurements, and a videocassette tape (VHS format) or any other approved method by the COTR, with audio sound track, of all facilities. The audio description of the inspection shall include the date, time, weather conditions, address/stationing/location, brief description of the facility with contract name and number, and description of physical conditions encountered.

H.7.2 The Contractor shall submit two copies of all notes, measurements, videotapes, reports, and data to the COTR, accompanied by a completed Department of Transportation standard transmittal form, as soon as these records are complete. The District will not make progress payment until this requirement is met.

H.7.3 The Contractor will not be allowed any additional compensation over and above that reflected in the Schedule of Items for complying with this provision. The

cost of this work shall be reflected and distributed among the pay items of this contract.

H.8 WORK AND STORAGE SPACE: This Special Provision replaces Section 103.01 Article 17B of the District of Columbia, Department of Transportation Standard Specifications for Highway Structures, 2005.

H.8.1 No storage area is being designated by the District

H.8.2 The Contractor shall be fully responsible for seeking necessary space and undergoing all required negotiations with the owner of the property to secure its use and for restoring the area to its original condition and to the satisfaction of the COTR.

H.8.3 No permanent or temporary use of National Park Service property will be permitted for storage of construction materials or equipment.

H.9 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.10 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.11 **OPTIONAL MATERIALS:** This S.P. replaces Section 106 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005

H.11.1 The District will not consider any alternate to the following items, Electrical Conduits and the materials or items involved shall be supplied by the Contractor exactly as shown on the plans and a described in the Standard Specifications and these SPECIAL PROVISIONS.

H.11.2 For all other finished materials or items, an optional equivalent will be permitted by the accepted bidder only, provided this alternate meets in all respects the requirements of the relevant ASTM, AASHTO, District of Columbia or Federal Specifications and results in no additional cost to the District nor additional Contract line. The proposal for an equivalent item shall be submitted for review by the District immediately after bids have been opened in order that approval or rejection can be determined.

H.12 **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.12.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

H.12.2 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:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.12.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the

cumulative total number of employees hired, including:

- (a) Name;
- (b) Social Security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.12.4 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.12.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (3) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.12.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

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

H.12.7 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.12.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.12.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.13 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.13.1 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.13.1.1 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.13.2 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.14 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.15 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.16

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.*

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 District of Columbia Department of Transportation Specifications for Highways and Structures 2005 (incorporated by reference only), is incorporated as part of the contract resulting from this solicitation.

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 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.8 ORDER OF PRECEDENCE

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

I.9 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.10 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.10.1 Property Damage: The Contractor shall carry property damage insurance of at least \$20,000 per occurrence.

I.10.2 Commercial General Liability Insurance: \$1,000,000 limits of occurrence, including coverage for Explosion, Collapse, and Underground (XCU) and Incidental Pollution coverage, District added as an additional insured.

I.10.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars \$100,000 per employee.

I.10.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.10.6 Umbrella/Excess Liability Insurance: \$5,000,000 limits per occurrence (magnitude of contract may require higher limits; check with District of Columbia Office of Risk Management, "DCORM").

I.10.7 Architect and Engineer's Errors and Omissions Liability Insurance: Limits of \$1,000,000 per claim.

I.10.8 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St. N.E. #701, Washington, DC 20002, with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 UTILITY PROTECTIVE ALERT

I.11.1 The following adds to Article 107.15 Utility Protective Alert of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005.

The table at top of page 100 is modified as follows:

DC Water and Sewer Authority	(202) 787-2443 watermains
	(202) 787-2443 sewers

I.12 CONTRACTOR IDENTIFICATION:

I.12.1 All Contractors doing business with the District of Columbia Government shall have a Federal Tax Identification Number.

I.12.2 Please refer any question regarding this matter to Office of the Chief Financial Officer, (202) 671-2300, of the DC Department of Transportation.

I.13 WEEKEND WORK:

I.13.1 The COTR may require weekend work in congested areas where serious traffic difficulties would result if the repairs were performed during the normal workweek.

I.13.2 It is estimated that the amount of weekend work will not exceed fifteen percent (15%) of total work to be performed under the contract.

I.14 UTILITY STATUS

I.14.1 The District of Columbia Department of Transportation maintains coordination with the public utility companies during the preliminary engineering and the construction phases of the project. The Contractor shall be required to maintain and continue this coordination throughout the construction of the project.

Construction delays as a result of inadequate coordination shall be the Contractor's responsibility.

I.14.2 The Contractor's involvement and coordination with utility companies includes, but is not restricted to the following:

I.14.2.1 Adjustment and resetting of utility manholes and manhole frames respectively to new grades.

I.14.2.2 Location and verification of existing utility lines (as shown on the plans).

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** District of Columbia Department of Public Works Standard Specifications for Highways and Structures, 2005 (incorporated by reference only).
- J.1.3** Wage Determination No. (2005-2103, Revision 3, dated 05/29/2007).
- J.1.4** First Source Employment Agreement *located at www.ocp.dc.gov*, drill through the following: bullets *Business Requirements, Department of Employment Services, Employer Services, First Source Agreement, Information and Documents, First Source Employment Agreement Form.*
- J.2** *(The following forms are located at www.ocp.dc.gov under Information Policies/Forms shall be completed and incorporated with the offer.)*
 - J.2.1** Local Business Opportunity Commission Certificate Package
 - J.2.2** E.E.O. Compliance Documents and Mayor's Order 85-85
 - J.2.3** Tax Certification Affidavit

SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, 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 Offeror is a foreign entity, it operates as:

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

K.3 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 Offeror 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.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Offerors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror 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.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror 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 Offeror 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 Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the Offeror 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 Offeror'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 Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT TYPE

This is a requirements contract for the services specified with payment based on fixed unit prices as set forth in Section B - Supplies or Service and Price/Cost. The Contractor shall provide all specified services required by the District. The quantities specified are estimates only.

L.2 CONTRACT AWARD

L.2.1 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.2.2 The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.3 PREPARATION AND SUBMISSION OF BIDS

L.3.1 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. DCKA-2007-B-0100 Joint Slurry/Micro-Surfacing Seal Contract. (name of bidder)".

L.3.2 The original bid shall govern if there is a variance between the original bid and its bid.

L.3.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.3.4 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 **July 11, 2007**.

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:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.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
3rd Floor Bid Room
Frank D. Reeves Center
2000 14th Street, N.W.
Washington, DC 20009

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than three (3) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective bidders. An addendum to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 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.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this Contracting Officer, District Department of Transportation, 2000 – 14th Street, N.W., 6th Floor, (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 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

L13.1 The Contractor shall sign the bid and print or type its name on the bid form. 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 partnership 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 ACKNOWLEDGMENT OF AMENDMENT

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A 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. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.15 ACCEPTANCE PERIOD

The bidder agrees that its bid remains valid for a period of 90 working days from the bid opening date. The District intends to award this contract within ninety- (90) working days. However, if for administrative reasons, we are unable to make an award within this time period, the District will request the Contractor to extend the bid for an additional ninety- (90) days

L.16 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

L.16.2 District of Columbia, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.16.4 The District reserves the right to request additional information regarding the Bidder's organizational status.

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 ten (10) days of the request by the District.

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

L.17.2 Furnish 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** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.17.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.17.5** Furnish 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** Furnish evidence that contractor has direct experience in performing the work specified in Section C. Offerors shall submit three past performance reference where contractor satisfactorily performed the same or similar services as a prime contractor. Offerors must submit the contract or agreement number, period of performance, dollar value of each contract, and the name and telephone number of an individual who can provide information regarding the contractor's performance, e.g., the project manager or engineer.
- 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 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- L.18.1** The Contractor shall take steps reasonably necessary to ascertain the nature and location of the work, and shall investigate and satisfy itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor shall satisfy itself as to the character, quality and quantity of surface an subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District as well as from the drawings and specifications made par of this contract. Any failure of the Contractor to take the actions described an acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.

L.18.2

The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

SECTION M - EVALUATION FACTORS

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

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

M.1.1 General Preferences

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

- M.1.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals

submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

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

M.1.5 Vendor Submission for Preferences

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

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

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

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

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

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