

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Emergency Tree & Debris Removal			Page of Pages	
						1   45	
2. Contract Number		3. Solicitation Number  DCKA-2007-B-0159		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued  10/19/2007	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, NW, 6th Floor Washington, DC 20009						8. Address Offer to: Department Public Works office of Contracting and Procurement 2000 14th Street, NW, 3rd Floor Washington, DC 20009	
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>21-Nov-07</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Deborah Bryant		B. Telephone (Area Code) (Number) (Ext) 202 671 2276		C. E-mail Address <a href="mailto:deborah.bryant@dc.gov">deborah.bryant@dc.gov</a>	
<b>11. Table of Contents</b>							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input type="checkbox"/>		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
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)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Jerry M. Carter			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

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

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

**B.1.2** The District will award four (4) separate contracts.

### **B.2 IDIQ CONTRACT**

**B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.4. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of CLINS 0001, 1001, 2001, 3001 and 4001 – 17; CLINS 0002-1002-3002, and 4002 – 14; CLINS 0003, 1003, 2003, 3003 and 4003 – 15; CLINS 0004, 1004, 2004, 3004, and 4004 – 12; CLINS 0005, 1005, 2005, 3005 and 4005 – 8; CLINS 0006, 1006, 2006, 3006 and 4006 – 3; CLINS 0007, 1007, 2007, 3007 and 4007 – 2; CLINS 0008, 1008, 2008, 3008 and 4008 – 11; and CLINS 0009, 1009, 2009, 3009 and 4009 – 2. The District will order at least the minimum quantity of CLINS 0001, 1001, 2001, 3001, and 4001 – 1; CLINS 0002, 2002, 3002, and 4002 – 1; CLINS 0003, 1003, 2003, 3003, and 4003 – 1; CLINS 0004, 1004, 2004, 3004 and 4004 – 1; CLINS 0005, 1005, 2005, 3005, and 4005 – 1; CLINS 0006, 1006, 2006, 3006 and 4006 – 1; CLINS 0007, 1007, 2007, 3007 and 4007 – 1; CLINS 0008, 1008, 2008, 3008, and 4008 -1; and CLINS 0009, 1009, 2009, 3009 and 4009 – 2.

**B.2.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**B.2.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after date of award.

**B.3 PRICE SCHEDULE-IDIQ**

**B.3.1 BASE PERIOD**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
CLIN 0001	Tree 18” to 24” in diameter	\$ _____	1	\$ _____	17	\$ _____
CLIN 0002	Tree 24.1” to 30” in diameter	\$ _____	1	\$ _____	14	\$ _____
CLIN 0003	Tree 30.1” to 36.0” in diameter	\$ _____	1	\$ _____	15	\$ _____
CLIN 0004	Tree 36.1” to 42.0” in diameter	\$ _____	1	\$ _____	12	\$ _____
CLIN 0005	Tree 42.1” to 48.0” in diameter	\$ _____	1	\$ _____	8	\$ _____
CLIN 0006	Tree 48.1” to 54.0” in diameter	\$ _____	1	\$ _____	3	\$ _____
CLIN 0007	Tree 54.1” to 60.0” in diameter	\$ _____	1	\$ _____	2	\$ _____
CLIN 0008	Chipper truck with bucket and chipper and three (3) men and tools	\$ _____ (per hour)	1	\$ _____	11	\$ _____
CLIN 0009	70 ton Crane with operator	\$ _____ (per hour)	1	\$ _____	2	\$ _____
<b>Grand Total for B.3.1</b>						\$ _____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
CLIN 1001	Tree 18" to 24" in diameter	\$ _____	1	\$ _____	17	\$ _____
CLIN 1002	Tree 24.1" to 30" in diameter	\$ _____	1	\$ _____	14	\$ _____
CLIN 1003	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	15	\$ _____
CLIN 1004	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	12	\$ _____
CLIN 1005	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	8	\$ _____
CLIN 1006	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	3	\$ _____
CLIN 1007	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	2	\$ _____
CLIN 1008	Chipper truck with bucket and chipper and three (3) men and tools	\$ _____ (per hour)	1	\$ _____	11	\$ _____
CLIN 1009	70 ton Crane with operator	\$ _____ (per hour)	1	\$ _____	2	\$ _____
<b>Grand Total for B.3.2</b>						\$ _____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
CLIN 2001	Tree 18" to 24" in diameter	\$ _____	1	\$ _____	17	\$ _____
CLIN 2002	Tree 24.1" to 30" in diameter	\$ _____	1	\$ _____	14	\$ _____
CLIN 2003	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	15	\$ _____
CLIN 2004	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	12	\$ _____
CLIN 2005	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	8	\$ _____
CLIN 2006	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	3	\$ _____
CLIN 2007	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	2	\$ _____
CLIN 2008	Chipper truck with bucket and chipper and three (3) men and tools	\$ _____ (per hour)	1	\$ _____	11	\$ _____
CLIN 2009	70 ton Crane with operator	\$ _____ (per hour)	1	\$ _____	2	\$ _____
<b>Grand Total for B.3.3</b>						\$ _____

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
CLIN 3001	Tree 18" to 24" in diameter	\$ _____	1	\$ _____	17	\$ _____
CLIN 3002	Tree 24.1" to 30" in diameter	\$ _____	1	\$ _____	14	\$ _____
CLIN 3003	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	15	\$ _____
CLIN 3004	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	12	\$ _____
CLIN 3005	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	8	\$ _____
CLIN 3006	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	3	\$ _____
CLIN 3007	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	2	\$ _____
CLIN 3008	Chipper truck with bucket and chipper and three (3) men and tools	\$ _____ (per hour)	1	\$ _____	11	\$ _____
CLIN 3009	70 ton Crane with operator	\$ _____ (per hour)	1	\$ _____	2	\$ _____
<b>Grand Total for B.3.4</b>						\$ _____

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 4001</b>	<b>Tree 18" to 24" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>17</b>	<b>\$ _____</b>
<b>CLIN 4002</b>	<b>Tree 24.1" to 30" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>14</b>	<b>\$ _____</b>
<b>CLIN 4003</b>	<b>Tree 30.1" to 36.0" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>15</b>	<b>\$ _____</b>
<b>CLIN 4004</b>	<b>Tree 36.1" to 42.0" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>12</b>	<b>\$ _____</b>
<b>CLIN 4005</b>	<b>Tree 42.1" to 48.0" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>8</b>	<b>\$ _____</b>
<b>CLIN 4006</b>	<b>Tree 48.1" to 54.0" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>3</b>	<b>\$ _____</b>
<b>CLIN 4007</b>	<b>Tree 54.1" to 60.0" in diameter</b>	<b>\$ _____</b>	<b>1</b>	<b>\$ _____</b>	<b>2</b>	<b>\$ _____</b>
<b>CLIN 4008</b>	<b>Chipper truck with bucket and chipper and three (3) men and tools</b>	<b>\$ _____ (per hour)</b>	<b>1</b>	<b>\$ _____</b>	<b>11</b>	<b>\$ _____</b>
<b>CLIN 4009</b>	<b>70 ton Crane with operator</b>	<b>\$ _____ (per hour)</b>	<b>1</b>	<b>\$ _____</b>	<b>2</b>	<b>\$ _____</b>
<b>Grand Total for B.3.5</b>						<b>\$ _____</b>

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

It is the intent of the District of Columbia Government, Department of Transportation (DDOT), Urban Forestry Administration (UFA) to acquire the services of a contractor to perform emergency tree and debris removal as specified in Section C.3 below.

#### C.1.1 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2005
2	Government	Standard Specifications for Highways and Structures	2005
3	D.C. Regulations	27 District of Columbia Municipal Regulations (DCMR), Chapters 24 and 27	
4	U.S. Department of Labor Wage Determination	No. 2005-2103, Revision No. 4	July 5, 2007
5	Standards	American National Standard Institute (ANSI) A300	Latest Version
6	Standards	Pruning Guidelines	Latest Version
7	Standards	Occupational Safety and Health Association's Safety Standards	Latest Version
8	Standards	International Society of Arborist Association for Safe Tree Removal	Latest Version
9	Standards	ANSI Z 133.1 Standard for Tree Care Operations	Latest Version
10	Standards	29 CFR 1910.331-335	Latest Version
11	Standards	29 CFR 1910.268	Latest Version

<b>12</b>	<b>Standards</b>	<b>29 CFR1920.269</b>	<b>Latest Version</b>
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**C.1.2 DEFINITIONS**

**C.1.2.1** Line Clearance Qualified – A person who has an OSHA approved Qualified Line Clearance/Tree Trimmer certificate.

**C.2 BACKGROUND**

The District has a recurring need to provide emergency tree removal service during a storm event or emergency situation, which will require the use of a crane or log truck to complete the work. It includes trees that fall into public space or from public space to private space and trees that have been identified as “standing hazardous trees” that need to be removed to prevent a public safety issue. The removal process includes the top (canopy), trunk and any parts of the tree involved in the emergency. In some cases, the stump may be removed by the log truck or crane if it has broken free of the root system.

**C.3 REQUIREMENTS**

The Contractor shall perform all work in accordance the applicable documents listed in Section C.1.1. The Contractor shall also be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation required to perform the following services:

**C.3.1** The Contractor shall provide a three (3) man crew to include:

- C.3.1.1** Driver Bucket operator/tree trimmer;
- C.3.1.2** two (2) tree trimmer laborers;
- C.3.1.3** 60 foot chip holding bucket truck;
- C.3.1.4** one (1) chipper;
- C.3.1.5** three (3) chain saws; and
- C.3.1.6** hnd tools - shovels, brooms and pole saws.

**C.3.2** The Contractor shall provide the following **additional equipment**:

- C.3.2.1** One (1) additional chip truck;
- C.3.2.2** one (1) log truck with grapple attachment and driver;
- C.3.2.3** one (1) 25 ton Crane and operator\*\*; and
- C.3.2.4** one (1) 70 ton crane (rental is okay) and operator.

**C.3.3** The Contractor shall own or lease the 25 ton crane and log truck in order to have immediate access to the equipment.

**C.3.4** The Contractor shall have the crane and log truck operator on staff.

- C.3.5** The Contractor shall respond on site within 2 hours of notification from 6:00 a.m. to 8:00 p.m. and within four (4) hours of notification from 8:00 p.m. to 6:00 a.m., Sunday through Saturday, including holidays
- C.3.6** The Contractor shall dispose of all trees at a legally licensed landfill facility and furnish proof that the disposal facility is a legally licensed landfill facility.
- C.3.7** The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.
- C.3.8** The Contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.
- C.3.9** The Contractor shall be held strictly responsible for any damage to public or private property and shall make any replacements or repairs promptly at his own expense.
- C.3.10** The contractor shall notify the Contracting Officer's Technical Representative (COTR), in writing, of all damage to private or public space by the close of business of the day of the event with a description of what happened and photos of the incident.
- C.3.11** Contractor shall take precautions to protect underground utilities when removing stumps. The Contractor shall coordinate with the appropriate utility authority before proceeding with the work.
- C.4** Contractor shall play a role in the utility coordination during emergency tree removal events. The utility company will have a line crew on location for clearing the lines, poles and other electrical infrastructure. Occasionally, the contractor shall be required to have a crew follow or be on site working with the utility company on many locations. The contractor shall work with the line crew to remove the tree, tree debris or other tree parts in accordance with the electrical infrastructure repair process. Many locations may be set up in advance after the storm passes and the contractor shall be required to have a crew available to be on site at those times.
- C.5** **Tree Removal in PEPCO Wires:**
- Contractor shall remove all parts of tree to include top, trunk and stump with its own staff that is line clearance qualified. The Contractor shall abide by all safety rules or requirements and municipal regulations and standards including the latest revision of the ANSI Z133.1 Standard for Tree Care Operations, 29 CFR 1910.331-335, 29 CFR 1910.268, or 29 CFR 1910.269. All brush and debris created by PEPCO's work on a street tree that Pepco performs for their purpose or UFA shall be removed by the Contractor.

**C.6 UTILITY PROTECTIVE ALERT**

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

**C.7 RESTORATION OF TREE WORK AREA**

**C.7.1** After all work is completed at any location, the Contractor shall restore the work area and clean up all debris generated by the work.

**SECTION D: PACKAGING AND MARKING**

Not Applicable.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS**

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

- E.2** Locations will be pre-inspected by UFA and work orders must be placed in writing by facsimile or e-mailed. The location will be inspected after the Contractor reports that the order is completed. The work order will be closed by UFA at that time. If the work order has not been fully completed, e.g. debris or materials are left at the location, UFA will call back the contractor to complete the work order as part of the original call at no additional charge to UFA.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

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

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4), one (1) year option periods or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

### **F.3 FIRST SOURCE INSTRUCTION**

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

**F.4** The contractor shall report all work performed using the sample worksheet in **Attachment J.1.5** from UFA. The worksheet consists of the work order number, vicinity, work order address, diameter at breast height, wires, facility identification number, species, work description, ward, contractor, arborist assigned to the location, work order initial date, and status. The contractor shall add a column to the form and enter in the date when the work is completed.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

### **G.2 INVOICE SUBMITTAL**

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

**Name:** Office of the Controller/Agency CFO

**Address:** Customer Care Division  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor

**Telephone:** (202) 671-2300

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

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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

**G.4 METHOD OF PAYMENT**

**G.4.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one (1) year thereafter.

**G.4.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.4.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

**G.4.4** All invoices shall be sent to UFA via email in the same format as it is received with the addition of a work completion date column. This same report shall be sent daily to UFA to report for work completion of the previous day's completed work. Any invoice that is not in this format will be sent back for revision. A sample worksheet is attached (Attachment J.1.5) and UFA will send it with the first work list. The work order numbers must always accompany the location on the invoice.

**G.4.5** The three (3) man crew shall be paid from the time they arrive on location until they leave that location.

**G.4.6** The contractor shall provide monthly reports on tipping fees and bills related to the disposal of debris for this contract to include tonnage.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

- G.6.1.1.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- G.6.1.1.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.6.1.1.3 the 15<sup>th</sup> 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 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.6.2.2 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;

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

G.6.2.2.3 the 15<sup>th</sup> day after the required payment date for any other item.

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

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

**G.7 CONTRACTING OFFICER (CO)**

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

*Jerry M. Carter, Contracting Officer  
Office of Contracting & Procurement  
District Department of Transportation  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
202-671-2270*

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

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

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

*Name: John P. Thomas*  
*Title: Administrator*  
*Agency: District Department of Transportation*  
*Address 2217 14<sup>th</sup> Street, N.W., 3<sup>rd</sup> Floor*  
*Telephone: 202-671-5110*

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 CANCELLATION CEILING**

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

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

### **H.2 FREEDOM OF INFORMATION ACT**

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

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

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

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

**H.3.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

- H.3.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
  - H.3.3.1** Number of employees needed;
  - H.3.3.2** Number of current employees transferred;
  - H.3.3.3** Number of new job openings created;
  - H.3.3.4** Number of job openings listed with DOES;
  - H.3.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - H.3.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - H.3.3.6.1** Name;
    - H.3.3.6.2** Social Security number;
    - H.3.3.6.3** Job title;
    - H.3.3.6.4** Hire date;
    - H.3.3.6.5** Residence; and
    - H.3.3.6.6** Referral source for all new hires.
- H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.3.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
  - H.3.5.1** Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
  - H.3.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
    - H.3.5.3** Material supporting a good faith effort to comply;
    - H.3.5.4** Referrals provided by DOES and other referral sources;
    - H.3.5.5** Advertisement of job openings listed with DOES and other referral sources; and
    - H.3.5.6** Any documentation supporting the waiver request pursuant to section H.3.6.
- H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:
  - H.3.6.1** A good faith effort to comply is demonstrated by the Contractor;
  - H.3.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia;

the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**H.3.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.3.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.7.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

**H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.4.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.5 PROTECTION OF PROPERTY**

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

**H.6 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.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.8 DISTRICT RESPONSIBILITIES**

The District will pay the contractor a minimum of two (2) hours for each response.

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.12. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- H.9.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- H.9.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES**

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

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.4 CONFIDENTIALITY OF INFORMATION**

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

### **I.5 TIME**

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

### **I.6 RIGHTS IN DATA**

#### **I.6.1**

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

- I.6.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or

described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.5.6 are of no effect unless
  - (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.6.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data

or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTS**

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

**I.9 INSURANCE**

Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All 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. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.9.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.9.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.9.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.9.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

**I.10 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.11 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.12 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (No. 2005-2103, Revision No. 4 dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

## 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](http://www.ocp.dc.gov)
- J.1.2 Wage Determination No. (2005-2103, Revision 4, dated 7/05/07).
- J.1.3 Living Wage Act of 2006 [www.ocp.dc.gov](http://www.ocp.dc.gov)
- J.1.4 The Standard Specifications for Highways and Structures dated 2005, (Attachment J.1.4). [www.ddot.dc.gov](http://www.ddot.dc.gov)
- J.1.5 Urban Forestry Administration’s Sample Worksheet.
- J.2 *(The following forms are located at [www.ocp.in.dc.gov](http://www.ocp.in.dc.gov) under Information Policies/Forms shall be completed and returned with the bid.)*
- J.2.1 E.E.O. Compliance Documents and Mayor’s Order 85-85
- J.2.2 Tax Certification Affidavit
- J.2.3 Living Wage Notice

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

- a corporation incorporated under the laws of the State of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

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

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

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.3 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

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

\_\_\_\_\_  
\_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

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

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

#### **K.7 TAX CERTIFICATION**

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

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

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

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

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

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

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

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

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

### **L.4 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

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

**L.5 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than 2:00 p.m. local time on **November 21, 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:

**L.7.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

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

**L.7.2 Postmarks**

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

**L.7.3 Late Submissions**

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

**L.7.4 Late Modifications**

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

**L.7.5 Late Bids**

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

**L.8 HAND DELIVERY OR MAILING OF BIDS**

**DELIVER OR MAIL TO:**

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

**L.9 ERRORS IN BIDS**

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

**L.10 QUESTIONS ABOUT THE SOLICITATION**

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

**L.11 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, (District Department of Transportation (DDOT), Office of Contracting and Procurement, 2000 – 14<sup>th</sup> Street, NW, Washington, D.C. 2009 at (202) 671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, District Department of Transportation, of the reason for not submitting a

bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, District Department of Transportation, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.12 BID PROTESTS**

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

**L.13 SIGNING OF BIDS**

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

**L.13.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.14 VENDOR SUBMISSION FOR PREFERENCES**

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

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

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

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

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

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

Refer to J.2.1 for the Self-Certification package

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

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

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

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

## **L.16 LEGAL STATUS OF BIDDER**

Each proposal must provide the following information:

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

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 STANDARDS OF RESPONSIBILITY**

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

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

L.17.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.17.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.17.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.17.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.17.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.17.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.17.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or

nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

**L.17.9 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall submit title, bill of sale and/or lease agreements for the vehicles and current employee payroll records indicating the names of the employees to be used on this contract.

**L.19 PERMITS, LICENCES AND SPECIFICATIONS**

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

## **SECTION M: EVALUATION FACTORS**

### **M.1 EVALUATION OF OPTION YEARS**

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

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

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

#### **M.2.1 General Preferences**

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

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

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

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

M.3.1 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

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

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

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

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

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

M.3.1.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a

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

**M.4 Maximum Preference Awarded**

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

**M.4.1 Preferences for Certified Joint Venture**

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

**M.5 Vendor Submission for Preferences**

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

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

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

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

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

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

