SOLICITATION, OFFER, AND AWARD

1. Caption Pruning Services

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2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCKA-2008-B-0050	X Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Emergency	6/27/2008	X Open Set Aside Open Market with Set-Aside SBE Designated Category:

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, Bid Room
Washington, DC 20009

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC until 2:00 p.m. (Hour) local time 18-Jul-08 (Date)

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

10. For Information Contact ☞	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Deborah Bryant	202	671	2276	deborah.bryant@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

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

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

DC OCP-209(11-2004)

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 pruning services for trees in accordance with the specifications as stated in Section C of this solicitation.

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

B.1.2 It is the District's intent to award four (4) contracts, one contract per contractor.

B.2 IDIQ CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

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 – 50; CLINS 0002-1002-3002, and 4002 – 100; CLINS 0003, 1003, 2003, 3003 and 4003 – 125; CLINS 0004, 1004, 2004, 3004, and 4004 – 125; CLINS 0005, 1005, 2005, 3005 and 4005 – 100; CLINS 0006, 1006, 2006, 3006 and 4006 – 75; CLINS 0007, 1007, 2007, 3007 and 4007 – 50; CLINS 0008, 1008, 2008, 3008 and 4008 – 20; CLINS 0009, 1009, 2009, 3009 and 4009 – 10 and CLINS 00010, 1010, 2010, 3010, and 4010 - 5. 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; CLINS 0009, 1009, 2009, 3009 and 4009 – 2 and CLINS 0010, 1010, 2010, 3010 and 4010 - 1.

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

B.2.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries after 45 days from the contract expiration date.

B.3 PRICE SCHEDULE-IDIQ

B.3.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Minimum Quantity	Price Per Each	Minimum Extended Price	Qty Max.	Price Per Each	Maximum Extended Price
0001	Tree 0" to 6" in diameter	1	$_____	$_____	200	$_____	$_____
0002	Tree 6.1" to 12" in diameter	1	$_____	$_____	225	$_____	$_____
0003	Tree 12.1" to 18.0" in diameter	1	$_____	$_____	225	$_____	$_____
0004	Tree 18.1" to 24.0" in diameter	1	$_____	$_____	225	$_____	$_____
0005	Tree 24.1" to 30.0" in diameter	1	$_____	$_____	200	$_____	$_____
0006	Tree 30.1" to 36.0" in diameter	1	$_____	$_____	150	$_____	$_____
0007	Tree 36.1" to 42.0" in diameter	1	$_____	$_____	100	$_____	$_____
0008	Tree 42.1" to 48.0" in diameter	1	$_____	$_____	100	$_____	$_____
0009	Tree 48.1" to 54.0" in diameter	1	$_____	$_____	75	$_____	$_____
0010	Tree 54.1" to 60.0" in diameter	1	$_____	$_____	75	$_____	$_____
Grand Total for B.3.1			$_____	$_____		$_____	$_____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Minimum Quantity	Price Per Each	Minimum Extended Price	Qty Max.	Price Per Each	Maximum Extended Price
0001	Tree 0" to 6" in diameter	1	$_____	$_____	200	$_____	$_____
0002	Tree 6.1" to 12" in diameter	1	$_____	$_____	225	$_____	$_____
0003	Tree 12.1" to 18.0" in diameter	1	$_____	$_____	225	$_____	$_____
0004	Tree 18.1" to 24.0" in diameter	1	$_____	$_____	225	$_____	$_____
0005	Tree 24.1" to 30.0" in diameter	1	$_____	$_____	200	$_____	$_____
0006	Tree 30.1" to 36.0" in diameter	1	$_____	$_____	150	$_____	$_____
0007	Tree 36.1" to 42.0" in diameter	1	$_____	$_____	100	$_____	$_____
0008	Tree 42.1" to 48.0" in diameter	1	$_____	$_____	100	$_____	$_____
0009	Tree 48.1" to 54.0" in diameter	1	$_____	$_____	75	$_____	$_____
0010	Tree 54.1" to 60.0" in diameter	1	$_____	$_____	75	$_____	$_____
Grand Total for B.3.2			$_____	$_____		$_____	$_____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Minimum Quantity	Price Per Each	Minimum Extended Price	Qty Max.	Price Per Each	Maximum Extended Price
0001	Tree 0" to 6" in diameter	1	$_____	$_____	200	$_____	$_____
0002	Tree 6.1" to 12" in diameter	1	$_____	$_____	225	$_____	$_____
0003	Tree 12.1" to 18.0" in diameter	1	$_____	$_____	225	$_____	$_____
0004	Tree 18.1" to 24.0" in diameter	1	$_____	$_____	225	$_____	$_____
0005	Tree 24.1" to 30.0" in diameter	1	$_____	$_____	200	$_____	$_____
0006	Tree 30.1" to 36.0" in diameter	1	$_____	$_____	150	$_____	$_____
0007	Tree 36.1" to 42.0" in diameter	1	$_____	$_____	100	$_____	$_____
0008	Tree 42.1" to 48.0" in diameter	1	$_____	$_____	100	$_____	$_____
0009	Tree 48.1" to 54.0" in diameter	1	$_____	$_____	75	$_____	$_____
0010	Tree 54.1" to 60.0" in diameter	1	$_____	$_____	75	$_____	$_____
Grand Total for B.3.3			$_____	$_____		$_____	$_____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Minimum Quantity	Price Per Each	Minimum Extended Price	Qty Max.	Price Per Each	Maximum Extended Price
0001	Tree 0" to 6" in diameter	1	$_____	$_____	200	$_____	$_____
0002	Tree 6.1" to 12" in diameter	1	$_____	$_____	225	$_____	$_____
0003	Tree 12.1" to 18.0" in diameter	1	$_____	$_____	225	$_____	$_____
0004	Tree 18.1" to 24.0" in diameter	1	$_____	$_____	225	$_____	$_____
0005	Tree 24.1" to 30.0" in diameter	1	$_____	$_____	200	$_____	$_____
0006	Tree 30.1" to 36.0" in diameter	1	$_____	$_____	150	$_____	$_____
0007	Tree 36.1" to 42.0" in diameter	1	$_____	$_____	100	$_____	$_____
0008	Tree 42.1" to 48.0" in diameter	1	$_____	$_____	100	$_____	$_____
0009	Tree 48.1" to 54.0" in diameter	1	$_____	$_____	75	$_____	$_____
0010	Tree 54.1" to 60.0" in diameter	1	$_____	$_____	75	$_____	$_____
Grand Total for B.3.4			$_____	$_____		$_____	$_____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Minimum Quantity	Price Per Each	Minimum Extended Price	Qty Max.	Price Per Each	Maximum Extended Price
0001	Tree 0" to 6" in diameter	1	$_____	$_____	200	$_____	$_____
0002	Tree 6.1" to 12" in diameter	1	$_____	$_____	225	$_____	$_____
0003	Tree 12.1" to 18.0" in diameter	1	$_____	$_____	225	$_____	$_____
0004	Tree 18.1" to 24.0" in diameter	1	$_____	$_____	225	$_____	$_____
0005	Tree 24.1" to 30.0" in diameter	1	$_____	$_____	200	$_____	$_____
0006	Tree 30.1" to 36.0" in diameter	1	$_____	$_____	150	$_____	$_____
0007	Tree 36.1" to 42.0" in diameter	1	$_____	$_____	100	$_____	$_____
0008	Tree 42.1" to 48.0" in diameter	1	$_____	$_____	100	$_____	$_____
0009	Tree 48.1" to 54.0" in diameter	1	$_____	$_____	75	$_____	$_____
0010	Tree 54.1" to 60.0" in diameter	1	$_____	$_____	75	$_____	$_____
Grand Total for B.3.5			$_____	$_____		$_____	$_____

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 pruning services for trees as specified in Section C.3 below.

C.1.1 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2005
2	Government	Standard Specifications for Highways and Structures, Division 100, General Requirements Sections, Section 102, Bidding Requirements, Standard Contract Provisions, Article 17, Section F, Site Maintenance; Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls; Section 107.07, Barricades and Warning Signs; and Section 107.10, Protection and Restoration of Property and Landscape	2005, Revised 2007
3	Government	Standard Specifications for Highways and Structures, Division 600, Incidental Construction, Section 611.01, Remove Tree and/or Stump; Section 611.04, Pruning; and Section 616, Traffic Control.	2005, Revised 2007
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 – ISA Best Management Practices for Tree Pruning**	**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**
12	**Standards**	**29 CFR1920.269**	**Latest Version**

C.1.2 DEFINITIONS

C.1.2.1 Objectionable Limbs - Limbs less than 15' above structures, less than 5'from rooflines, blocking traffic control devices, limbs interfering with the cone of light from streetlights. Traffic control devices shall include stop signs, stop lights, or any device that is intended to control traffic or alert public to danger.

C.1.2.2 Three Point Method - The first cut is the undercut about 1-2 feet from the crotch followed by the top cut an inch or two further out than the under cut. The final cut of the stub is just outside the collar of the living tissue.

C.1.2.3 DBH - The measurement made at 4.5 .

C.1.2.4 Elevation Pruning - The removal of the branches below 15 feet over the road and 10 feet over the sidewalk;

C.1.2.5 Crown Cleaning - The selective removal of dead, dying, diseased, broken, objectionable crowded, weakly attached and low-vigor branches from the crown of a tree;

C.1.2.6 Crown Thinning - Crown cleaning as well as the selective removal of branches to increase light penetration and air movement through the crown. Thinning opens the foliage of a tree, reduces weight on heavy limbs, and helps retain the tree's natural shape. Crown thinning shall not exceed the removal of twenty percent (20%) of the live crown.

C.1.2.7 Crown Reduction - Reduces the size of the tree by cutting selective limbs at there point of origin or laterals capable of sustaining the remaining limb. Crown

reduction shall not exceed the removal of twenty percent (20%) of the live crown. Crown reduction is done only when appropriate to the species and location.

C.1.2.8 Full Crew - A three (3) man crew to include a tree pruner in the bucket and two (2) ground staff.

C.2 BACKGROUND

C.2.1 The District has a recurring need to provide pruning services. There is a great diversity of trees in the District of Columbia including conifer, broadleaf evergreen, and deciduous species. For each species, there exists substantial variation in age, size, condition, and structure of individual trees. This species diversity and tree variability creates challenges with regard to tree care practices, and in particular for pruning. Pruning needs can vary substantially depending on these factors: some trees will need little or no pruning, while others will need substantial pruning. In addition, some trees need to be pruned to improve structure, while others need parts removed to improve health. To ensure that pruning is appropriate for the species and individual tree growth characteristics, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

C.2.3.1 Improve structural strength and reduce failure potential;
C.2.3.2 improve tree health (removal of dead branches and management of pests);
C.2.3.3 improve aesthetic characteristics;
C.2.3.4 provide clearance for pedestrians, vehicles, and structures;
C.2.3.5 improve safety and security for residents and visitors;
C.2.3.6 repair tree damage;
C.2.3.7 reduce maintenance costs (i.e., when applied to young trees); and
C.2.3.8 influence flowering and fruiting of some species.

C.3 REQUIREMENTS

C.3.1 The contractor shall be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation necessary to prune street line trees located at various sites throughout the District. The contractor shall perform all work in accordance the applicable documents listed in Section C.1.1. The location of the trees will be issued as task orders throughout the life of the contract by the COTR or his designee.

C.3.2 The contractor shall be responsible for providing a minimum of a full crew to perform services as stated in this contract. However, the contractor must provide sufficient staff to meet the requirement that all work orders be completed with 30 days.

C.3.3 The contractor shall provide the following equipment to support a full crew:

C.3.3.1 55' boom truck with chipper body;
C.3.3.2 chipper that is able to handle debris up to 14" DBH; and
C.3.3.3 all hand tools related to the scope of work.

C.3.4 The contractor shall prepare, equip and staff all traffic control plans in accordance with Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls, of the Standard Specifications for Highways and Structures, 2005, Revised 2007.

C.3.5 The contractor shall provide an International Society of Arborist Certified Arboris to provide supervision and oversight to the crew regarding the correct application of pruning methods.

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 at the COTR's request.

C.3.7 The contractor shall measure the diameter breast height (DBH) of trees by DBH at 4.5 feet above ground level. Tree sizes range from 0" to 60" in accordance with Section 611.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2005, Revised 2007.

C.3.8 The contractor shall not use spikes on any tree being pruned.

C.3.9 The contractor shall perform the following work in accordance with Section 611.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, 2005, Revised 2007, the ISA Best Management Practices for Tree Pruning.

C.3.9.1 The contractor shall conduct elevation pruning and crown cleaning as the standard form of pruning;

C.3.9.2 the contractor shall not conduct crown thinning without the explicit written order of the COTR or his designee;

C.3.9.3 the contractor shall not conduct crown reduction without the explicit written order of the COTR of his designee;

C.3.9.4 the contractor shall remove all dead wood greater than ½" from the interior of the tree crown as well as at the tips;

C.3.9.5 for trees that are developing more than one (1) dominant leader, the contractor shall selectively prune in a manner that promotes a single dominant leader by subordinating the other competitive branches. (In selecting the dominant leader

the contractor shall consider the tree's form, health and structure. The contractor shall consult with the COTR to determine which co-dominant lead to preserve in all trees greater than 10" in DBH.);

C.3.9.6 for all cuts over 3" in diameter, the contractor shall use the three point method;

C.3.9.7 the contractor shall lower all branches greater than 3" to the ground using ropes in accordance with following ISA (International Society of Arborist) rigging best management practices;

C.3.9.8 the contractor shall chip all brush and debris on site. The contractor shall not leave debris in the public space after the tree has been pruned. The contractor shall blow off all debris from the sidewalk and area around the tree;

C.3.9.9 the contractor shall limit the use of chain saws to tree limbs greater than 2"; and

C.3.9.10 the contractor shall use hand saws and hand pruners for all limbs less than 2" and trees less than 3" in DBH. Tree less than 3" shall be pruned to remove crossing branches, dual leaders, rubbing branches and other structural issues, with hand saws and pruners only, that could grow into future problems.

C.3.10 The contractor shall post "Emergency No Parking" signs at the locations identified for pruning services 72 hours prior to performance of the work. Any change in location shall require the contractor to:

C.3.10.1 Remove the sign; or

any change in the scheduled work date shall require the contractor to:

C.3.10.2 post a new sign with the new work date 72 hours prior to performance of the work.

C.3.10.3 The contractor shall make a change of location or scheduled work date no later than close of business the day before the work was scheduled to be performed in accordance with Section 107.07, Barricades and Warning Signs, of the Standard Specifications for Highways and Structures, 2005, Revised 2007..

C.3.11 The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.

C.3.12 The contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition.

C.3.13 The contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.

C.3.14 After all work is completed at any location, the contractor shall restore the work area and clean up all debris generated by the work in accordance with the

Standard Contract Provision, Article 17, Section F, Site Maintenance, of the Standards Specifications for Highways and Structures, 2005, Revised 2007.

C.3.15 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.3.16 The contractor shall coordinate with the appropriate utility authority before proceeding with performing pruning.

C.4 UTILITY PROTECTIVE ALERT

NAME	TELEPHONE NO.	FACILITIES
"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	Fire Alarm electrical systems
	202-698-3605	Street lighting inspection
	202-671-2610	Traffic signal systems
GSA*	202-708-4895 202-690-9720	Steam piping Steam tunnel and condenser water conduit

C.5 Tree Pruning in PEPCO Wires:

C.5.1 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 CFR1910.268, or 29 CFR1910.269 as well as OSHA rules and regulations.

C.6 The contractor shall submit management reports to the COTR as specified in Section F.4.

SECTION D: PACKAGING AND MARKING

Not Applicable.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS

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

E.2 Each tree assigned for pruning will be pre-inspected by an UFA Aborists. An UFA Aborists will re-inspect each tree after the contractor reports that the tree was pruned. The UFA will close the work order for that location after verifying the tree was pruned in accordance with Section C.3. If the work order for a location is not fully completed, e.g. debris or materials are left at the location, the COTR will notify the contractor, in writing, to complete pruning services at that location as part of the original work request 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. The contractor shall submit this report the following business day by 9:00 a.m. A daily work list of location shall be sent at the start of each day as to where the contractor will be. This list will be sent to the Public Space office to alert them as to where work is being performed that day.

F.5 All trees assigned for pruning must be pruned within the delivery period established by the work order.

F.6 The contractor has 30 days to complete all the work before receiving a new work order at the start of the next calendar month. The contractor must complete all work within 30 days before they will be given a new work list.

F.7 The contractor shall send bills, receipts and documentation related to costs for dumping the debris generated by the work in this contract. This documentation shall be sent each month with the invoices for the work completed on the work list within 10 days after the end of the month.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.1.3 All invoices shall be sent to UFA via email in the same format as it is received with the addition of a work completion date column. This same report shall be sent daily to UFA to report 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 order. The work order numbers must always accompany the location on the invoice.

G.2 INVOICE SUBMITTAL

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

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

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 ORDERING CLAUSE

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

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

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

G.4.4 Work orders must be placed in writing by facsimile or e-mailed.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

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

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

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;
G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
G.6.2.2.3 the 15th day after the required payment date for any other item.

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

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

G.7 METHOF OF PAYMENT

C.7.1 The contractor shall be compensated the contract unit cost by CLIN for services provided under this contract. The contract unit price shall consist of:

C.7.1.1 the loaded hourly rate for direct labor;
C.7.1.2 all equipment cost, e.g. (bucket truck, chipper, chain saws);
C.7.1.3 materials and supply costs, e.g. traffic signs.
C.7.1.4 indirect costs; and
C.7.1.5 fee (profit).

G.8 CONTRACTING OFFICER (CO)

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

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

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

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

G.10.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

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

G.11 CANCELLATION CEILING

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

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

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

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

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

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

H.3.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.3.3.1 Number of employees needed;
H.3.3.2 Number of current employees transferred;
H.3.3.3 Number of new job openings created;
H.3.3.4 Number of job openings listed with DOES;
H.3.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
H.3.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
H.3.3.6.1 Name;
H.3.3.6.2 Social Security number;
H.3.3.6.3 Job title;
H.3.3.6.4 Hire date;
H.3.3.6.5 Residence; and
H.3.3.6.6 Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

H.3.5.1 Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
H.3.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
H.3.5.3 Material supporting a good faith effort to comply;
H.3.5.4 Referrals provided by DOES and other referral sources;
H.3.5.5 Advertisement of job openings listed with DOES and other referral sources; and
H.3.5.6 Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

H.3.6.1 A good faith effort to comply is demonstrated by the Contractor;
H.3.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince

William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

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

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

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

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

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.5 PROTECTION OF PROPERTY

H.5.1 The contractor shall be held strictly responsible for any damage to public or private trees that are beyond repair or restoration. The contractor shall make any replacements or repairs promptly in accordance with SECTION H.6 LIQUITATED DAMAGES and pursuant to Section 107.10, Protection and Restoration of Property and Landscape, Section 611.04, Pruning, and Section 616, Traffic Control, of the Standard Specifications for Highway and Structures 2005, Revised 2007.

H.6 LIQUIDATED DAMAGES – PUBLIC OR PRIVATE TREES

H.6.1 The District shall account for damage to public or private trees in one or two ways; the decision shall be made at the sole discretion of the District as follows:

H.6.1.1 The tree and all its parts (top, trunk and stump) shall be removed by the contractor at no cost to the District. The contractor shall replace the tree with a new 2.5" caliper tree. The planting shall comply with the Standard Specifications for Highway and Structures 2005, Revised 2007, as stated in Section C.3.9, and ISA tree planting Best Management Practices (BMP); or

H.6.1.2 the dollar value of the damaged tree will be determined by an ISA certified arborists at UFA who will use the ISA/CTLA (Council of Tree and Landscape Appraisers) guide to establish the value of trees and shrubs.

H.6.2 The contractor shall make payment of the dollar value to the District's Tree Fund within thirty (30) calendar days of receipt of the appraisal report. If payment is not received within thirty (30) calendar days, the amount shall be subtracted from the next invoice submitted by that contractor.

H.7 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

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

H.7.1.1 30 to 60 days overdue - 3% of the contract unit price for the applicable size category;

H.7.1.2 60 to 90 days overdue - 6% of the contract unit price for the applicable size category; and

H.7.1.3 90 to 120 days overdue - 12% of the contract unit price for the applicable size category.

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (l983) et seq.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The COTR will provide the contractor with a sample of the Emergency No Parking sign after contract award.

H.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of he Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.11.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.11.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the 1contract no less than the current living wage rate.

H.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.11.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.11.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.11.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

H.11.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.11.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.11.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.11.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.11.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.11.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.11.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.11.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.11.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

H.11.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.11.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.11.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONFIDENTIALITY OF INFORMATION

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

I.5 TIME

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

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term0 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. 6, dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as **Attachment J.1.2** of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

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

J.1.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. ***www.ocp.dc.gov***

J.1.2 Wage Determination No. (2005-2103, Revision 6, dated 05/29/08).

J.1.3 Living Wage Act of 2006 **www.ocp.dc.gov**

J.1.4 The Standard Specifications for Highways and Structures dated 2005, (Attachment J.1.4). **www.ddot.dc.gov**

J.1.5 Urban Forestry Administration's Sample Worksheet.

J.2 ***(The following forms are located at www.ocp.dc.gov under Information Solicitation Attachments shall be completed and returned with the bid.)***

J.2.1 E.E.O. Compliance Documents and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 Living Wage Notice

J.2.4 First Source Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

__ a corporation incorporated under the laws of the State of: _____
__ an individual,
__ a partnership,
__ a nonprofit organization, or
__ a joint venture.

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder_____Date_____

Name_____Title_____

Signature_____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

_____

_____

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

(i) those prices
(ii) the intention to submit a contract, or
(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

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

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

_____

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

(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 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 18, 2008.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

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

L.7.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

L.7.2 **Postmarks**

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

L.7.3 **Late Submissions**

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

L.7.4 **Late Modifications**

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

L.7.5 **Late Bids**

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

L.8 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

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

L.9 ERRORS IN BIDS

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

L.10 QUESTIONS ABOUT THE SOLICITATION

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

L.11 FAILURE TO SUBMIT BIDS

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

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

L.12 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract

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

L.13 SIGNING OF BIDS

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

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

L.14 VENDOR SUBMISSION FOR PREFERENCES

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

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

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

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

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

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

Refer to J.2.1 for the Self-Certification package

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

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

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 LEGAL STATUS OF BIDDER

Each proposal must provide the following information:

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

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

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

L.17 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

L.17.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.18 PERMITS, LICENCES AND SPECIFICATIONS

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

SECTION M: EVALUATION FACTORS

M.1 EVALUATION OF OPTION YEARS

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

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

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

M.2.1 General Preferences

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

M.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.2.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an

enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

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

M.3.1 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

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

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

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

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

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

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

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

M.4 **Maximum Preference Awarded**

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

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

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

M.5 **Vendor Submission for Preferences**

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

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

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

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

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

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