# SOLICITATION, OFFER, AND AWARD

1. Caption Anti-Icing/De-Icing Fluid

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| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
|---|---|---|---|---|
| | DCKA-2009-B-0124 | X Sealed Bid (IFB)<br>Sealed Proposals (RFP)<br>Sole Source<br>Emergency | 9/21/2009 | X Open<br>Set Aside<br>Open Market with Set-Aside<br>SBE Designated Category: |

| 7. Issued By: | 8. Address Offer to: |
|---|---|
| District Department of Transportation<br>Office of Contracting and Procurement<br>2000 14th Street, N. W., 6th Floor<br>Washington, D.C. 20009 | Department Public Works<br>office of Contracting and Procurement<br>2000 14th Street, N. W., 3rd Floor<br>Washington, D.C. 20009 |

\41+A11

## 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 6-Oct-09 (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, Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT) is seeking a contractor to provide an environmentally friendly liquid anti-icing/de-icing chemical Geomelt 55 anti-icing fluid or equal.

**B.2** The District contemplates award of a requirements contract with payments based on firm-fixed unit prices for the supplies specified in the schedule. The quantities specified are estimates only.

**B.3 REQUIREMENTS**

**B.3.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

**B.3.1.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.8. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

**B.3.1.2** 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.3.1.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract sixty (60) days or more after the contract expiration date.

## B.4 PRICE SCHEDULE-REQUIREMENTS

### B.4.1 BASE YEAR

**INDIVIDUAL AWARD ITEM (CLIN 0001)**

| Contract Line Item No. (CLIN) | Item Description | Price Per Gallon | Estimated Quantity | Total |
|---|---|---|---|---|
| CLIN 0001 | Ant-icing additive to be used for anti-icing, deicing, and pre-wetting. When added to brine achieves the following performance standards:<br><br>1. provides freeze protection for salt and bulk material stockpiles;<br>2. reduces salt induced corrosion;<br>3. lowers the brine's freezing point to 30◦ F and below;<br>4. promotes brine's adherence to the pavement; and<br>5. leaves low levels of residue on pavement.<br><br>Geomelt® 55 Anti-icing Fluid or equal.<br><br>State Manufacturer and Item No.<br><br>_____<br><br>Descriptive literature required, see page 33. See Sections C.5, Requirements and G.9, Measure of Payment | $_____ | 40,000 Gallons | $_____ |
| Grand Total B.4.1 | | | | $_____ |

**B.4.2 OPTION YEAR 1**

**INDIVIDUAL AWARD ITEM (CLIN 1001)**

| Contract Line Item No. (CLIN) | Item Description | Price Per Gallon | Estimated Quantity | Total |
|---|---|---|---|---|
| CLIN 1001 | Ant-icing additive to be used for anti-icing, deicing, and pre-wetting. When added to brine achieves the following performance standards:<br><br>1. provides freeze protection for salt and bulk material stockpiles;<br>2. reduces salt induced corrosion;<br>3. lowers the brine's freezing point to 30◦ F and below;<br>4. promotes brine's adherence to the pavement; and<br>5. leaves low levels of residue on pavement<br><br>Geomelt® 55 Anti-icing Fluid or equal.<br><br>State Manufacturer and Item No.<br>_____<br><br>Descriptive literature required, see page 33. See Sections C.5, Requirements and G.9, Measure of Payment. | $_____ | 40,000 Gallons | $_____ |
| Grand Total B.4.2 | | | | $_____ |

**B.4.3 OPTION YEAR 2**

**INDIVIDUAL AWARD ITEM (CLIN 2001)**

| Contract Line Item No. (CLIN) | Item Description | Price Per Gallon | Estimated Quantity | Total |
|---|---|---|---|---|
| **CLIN 2001** | **Ant-icing additive to be used for anti-icing, deicing, and pre-wetting. When added to brine achieves the following performance standards:**<br><br>**1. provides freeze protection for salt and bulk material stockpiles;**<br>**2. reduces salt induced corrosion;**<br>**3. lowers the brine's freezing point to 30◦ F and below;**<br>**4. promotes brine's adherence to the pavement; and**<br>**5. leaves low levels of residue on pavement**<br><br>**Geomelt® 55 Anti-icing Fluid or equal.**<br><br>**State Manufacturer and Item No.**<br><br>**_____**<br><br>**Descriptive literature required, see page 33. See Sections C.5, Requirements and G.9, Measure of Payment** | **$_____** | **40,000 Gallons** | **$_____** |

| | | | | |
|---|---|---|---|---|
| **Grand Total B.4.3** | | | | **$_____** |

**B.4.4 OPTION YEAR 3**

**INDIVIDUAL AWARD ITEM (CLIN 3001)**

| Contract Line Item No. (CLIN) | Item Description | Price Per Gallon | Estimated Quantity | Total |
|---|---|---|---|---|
| **CLIN 3001** | **Ant-icing additive to be used for anti-icing, deicing, and pre-wetting. When added to brine achieves the following performance standards:**<br><br>**1. provides freeze protection for salt and bulk material stockpiles;**<br>**2. reduces salt induced corrosion;**<br>**3. lowers the brine's freezing point to 30◦ F and below;**<br>**4. promotes brine's adherence to the pavement; and**<br>**5. leaves low levels of residue on pavement**<br><br>**Geomelt® 55 Anti-icing Fluid or equal.**<br><br>**State Manufacturer and Item No.**<br><br>**_____**<br><br>**Descriptive literature required, see page 33. See Sections C.5, Requirements and G.9,** | **$_____** | **40,000 Gallons** | **$_____** |

| | Measure of Payment | | | |
|---|---|---|---|---|
| **Grand Total B.4.4** | | | | **$_____** |

**B.4.5 OPTION YEAR 4**

**INDIVIDUAL AWARD ITEM (CLIN 4001)**

| Contract Line Item No. (CLIN) | Item Description | Price Per Gallon | Estimated Quantity | Total |
|---|---|---|---|---|
| **CLIN 4001** | **Ant-icing additive to be used for anti-icing, deicing, and pre-wetting. When added to brine achieves the following performance standards:**<br><br>**1. provides freeze protection for salt and bulk material stockpiles;**<br>**2. reduces salt induced corrosion;**<br>**3. lowers the brine's freezing point to 30◦ F and below;**<br>**4. promotes brine's adherence to the pavement; and**<br>**5. leaves low levels of residue on pavement**<br><br>**Geomelt® 55 Anti-icing Fluid or equal.**<br><br>**State Manufacturer and Item No.**<br>**_____**<br><br>**Descriptive literature required, see page 33. See Sections C.5, Requirements and G.9,** | **$_____** | **40,000 Gallons** | **$_____** |

| | Measure of Payment. | | | |
|---|---|---|---|---|
| **Grand Total B.4.5** | | | | **$_____** |

**B.5** **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

**B.5.1** If authorized by the bidder's(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

**B.5.2** Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

**B.5.3** A negative reply will not adversely affect consideration of your bid.

**B.5.4** It is the awarded vendor's responsibility to notify the members shown below of the availability of the contractor(s).

**B.5.5** Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.

**B.5.6** The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

| YES | NO | JURISDICTION | YES | NO | JURISDICTION |
|---|---|---|---|---|---|
| ___ | ___ | Alexandria, Virginia | ___ | ___ | Met. Wash. Airports Authority |
| ___ | ___ | Alexandria Public School | ___ | ___ | Met. Wash. Council of Government |
| ___ | ___ | Arlington County, Virginia | ___ | ___ | Montgomery College |
| ___ | ___ | Arlington County Public School | ___ | ___ | Montgomery County, Maryland |
| ___ | ___ | Bowie, Maryland | ___ | ___ | Mont. County Public Schools |
| ___ | ___ | Charles County Public Schools | | | |
| ___ | ___ | College Park, Maryland | ___ | ___ | Prince George's County, Maryland |
| ___ | ___ | Culpeper County, Virginia | ___ | ___ | Prince George's Public Schools |
| ___ | ___ | District of Columbia | ___ | ___ | Prince William County, Virginia |
| ___ | ___ | District of Columbia Courts | | | |
| ___ | ___ | District of Columbia Public Schools | ___ | ___ | Prince William Public Schools |
| ___ | ___ | D.C. Water & Sewer Authority. | ___ | ___ | Prince William County Service Authority |
| ___ | ___ | Fairfax, Virginia | ___ | ___ | Rockville, Maryland |
| | | | ___ | ___ | Spotsylvania County Schools |
| ___ | ___ | Fairfax County, Virginia | ___ | ___ | Stafford County, Virginia |
| ___ | ___ | Fairfax County Water Authority | ___ | ___ | Takoma Park, Maryland |
| ___ | ___ | Falls Church, Virginia | ___ | ___ | Vienna, Virginia |
| ___ | ___ | Fauquier City. Sch. & Govt., VA | ___ | ___ | Wash. Metro. Area Transit Authority |
| ___ | ___ | Frederick County, Maryland | ___ | ___ | Wash. Suburban Sanitary Comm. ___ |
| | ___ | Manassas Public Schools | ___ | ___ | Winchester Public Schools |
| ___ | ___ | Gaithersburg, Maryland | ___ | ___ | Herndon, Virginia |
| ___ | ___ | Greenbelt, Maryland | ___ | ___ | Loudoun County, Virginia |
| ___ | ___ | Manassas, Virginia | | | |
| ___ | ___ | MD-Nat. Cap. Park & Plng. Comm. | | | |

_____
Vendor Name

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

C.1.1 The District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation, intends to enter into a requirements type contract for the procurement of a liquid de-icing/anti-icing agent that can be added to brine or salt to primarily pre-treat the District's streets before ice or storm events.

### C.2 APPLICABLE DOCUMENTS

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

| Number | Title | Date |
|---|---|---|
| 1 | Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts | March 2007 |

### C.3 DEFINITIONS

NONE

### C.4 BACKGROUND

The "official" snow season for the District begins in November and ends in March. The average annual snowfall in the District of Columbia is between 12-15 inches. According to the National Weather Service data, the peak snow season falls between January and February and they are the primary months for snow. The District plans to utilize the liquid anti-icing/de-icing chemical in conjunction with its current salt brine production and storage operation. Chemical spray trucks will proactively pre-treat all major bridges, roadways and critical areas ahead of any precipitation and once a week during January and February.

Deliveries are anticipated to be scheduled at least a week in advance. However if conditions and winter weather for the season is worse than expected, the District anticipates no more than two (2) emergency deliveries per snow season.

The contractor shall be required to deliver the chemical to the following four (4) locations:

| LOCATION | Liquid in gallons | | |
|---|---|---|---|
| | Current | Capacity | % Full |
| Fort Reno Reservoir, 3815 Fort Drive, N.W. | 0 | 4,200 | |
| **Key Bridge** | 0 | | |
| Potomac and R Street SE | 0 | 14,200 | |
| 1251 W Street, N.E. | 0 | 36,500 | |
| 401 Farragut Street, N.E. | 0 | 15,000 | |
| | | 69,900 | |

## C.5 REQUIREMENTS

C.5.1 The contractor shall provide all the material, equipment, supplies and transportation required to supply the DDOT with GEOMELT® 55 or equal. See Section G.9 MEASURE OF PAYMENT. The contractor shall supply a product which possesses the following performance characteristics:

C.5.1.1 Providing freeze protection for salt and bulk material stockpiles;
C.5.1.2. reduces salt induced corrison;
C.5.1.3 lowers the brine's freezing point to less than or equal to 30ºF;
C.5.1.4 promotes brine's adherence to the pavement; and
C.5.1.5 leaves low levels of residue on pavement.

## SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

# 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 DELIVERY POINTS FOR CLIN 0001

The contractor shall deliver the liquid anti-icing/de-icing fluid to various locations, as listed below.

| LOCATION | Liquid in gallons | | |
|---|---|---|---|
| | Current | Capacity | % Full |
| Fort Reno Reservoir, 3815 Fort Drive, N.W. | 0 | 4,200 | |
| **Key Bridge** | 0 | | |
| Potomac and R Street SE | 0 | 14,200 | |
| 1251 W Street, N.E. | 0 | 36,500 | |
| 401 Farragut Street, N.E. | 0 | 15,000 | |
| | | 69,900 | |

**F.4 ROUTINE DELIVERY:**

**F.4.1** The contractor shall make delivery at destination within seven (7) calendar days from notification by the COTR, after receipt of and as prescribed in the purchase order. The contractor shall make deliveries Monday through Friday – 7:00 a.m. – 4:00 p.m., unless the contractor has made other arrangements, in advance, of anticipated delivery during non-working hours.

**F.4.2** The contact person shall be the Contracting Officer's Technical Representative (COTR) or his/her designee.

**F.5 EMERGENCY DELIVERY:**

The District may require the contractor to make up to two (2) emergency deliveries for a total of 10,000 gallons each to be delivered to the storage locations listed above. The District will identify the product inventories as critically low when product facilities are 5,000 gallons below total capacity. During a critically low situation, the COTR will prioritize the delivery schedule. The contractor shall contact the COTR to inform him of delivery times.

# 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.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 shall date invoices on the date of mailing or transmittal);

**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 PAYMENT**

The District will pay the amount due the Contractor under this contract after:

1. Each delivery; and
2. Presentation of a properly executed invoice.

**G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** 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.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of 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.5 CONTRACTING OFFICER (CO)**

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

**Kathy Hatcher, Contracting Officer**
**District Department of Transportation**
**Office of Contracting and Procurement**
**Address: 2000 14th Street, N. W., 6th Floor**
**Telephone: 202-671-2270**

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been

made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

**G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

| | |
|---|---|
| Name: | Mr. Robert Marsili |
| Title: | Program Manager, Transportation Operation Administration, City Wide Division |
| Agency: | District Department of Transportation |
| Address: | 2000 14th Street, N.W.<br>Washington, DC 20009 |
| Telephone: | (202) 671-2832 |

**G.7.2** 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.7.3** 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.8 ORDERING CLAUSE

G.8.1 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 issued during the term of this contract.

G.8.2 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.8.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## G.9 MEASURE OF PAYMENT

The contract unit price shall include all costs, e.g., equipment, materials, supplies and transportation, associated with the provision of the anti-icing/de-icing chemical to include the cost of any antifoaming additive that may be required.

# 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 WAY TO WORK AMENDMENT ACT OF 2006

H.3.1 Except as described in H.3 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.3.2 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.3.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.3.4 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.3.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ 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.3.6 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.3.7 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.3.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

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

H.3.9 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.

**H.4 PROTECTION OF PROPERTY:**

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

**H.5 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.6 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*.

# 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 November 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 CONTRACTS THAT CROSS FISCAL YEARS

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

## I.3 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.4 TIME

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

## I.5 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.6 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.7 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

## I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.2 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

I.8.1.3 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.4 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting

Officer with respect to the operations performed, that it carries $1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.5 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a $1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.6 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.7 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $1,000,000 per accident for injury; $1,000,000 per employee for disease; and $1,000,000 for policy disease limit.

I.8.1.8 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: $2,000,000 per occurrence, with the District of Columbia as an additional insured.

I.8.2 DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

## I.9 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.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## I.10 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.

## SECTION J: LIST OF ATTACHMENTS

### J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

*The following attachments will be 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. Located at ***www.ocp.dc.gov***

**J.2** ***(The following forms are located at www.ocp.dc.gov under Information Policies/Forms. They must be completed and returned with the bid.)***

**J.2.1** E.E.O. Compliance Documents

**J.2.2** Tax Certification Affidavit

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

## K.7 TAX CERTIFICATION

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

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

### L.1 METHOD OF AWARD

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

**L.1.2** The District intends, but is not obligated, to award single 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. DCKA-2008-B-0150, Geomelt 55 Anti-icing Fluid .**

**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.3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on the date indicated on page 1.

### L.4 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.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

**L.5.1** 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.5.1.1** 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.5.1.2** 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.5.2 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.5.3 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.5.4 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.5.5 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.6 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

## L.7 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.8 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 14 calendar days prior to the closing date and time indicated

for this solicitation. The District will not consider any questions received less than 14 calendar 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.9 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, 2000 14th Street, N.W., 6th Floor, Washington, D.C. 20009, 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.10 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.11 SIGNING OF BIDS

**L.11.1** 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.11.2** 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.12 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.13 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

## L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

**L.14.1** Name, address, telephone number and federal tax identification number of bidder;

**L.14.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862

(2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.14.3** If the bidder 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.15 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.15.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.15.2** 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.15.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.15.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.15.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.15.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.15.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.15.8** 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.16 BRAND NAME OR EQUAL

**L.16.1** As used in this clause, the term “brand name” includes identification of products by make and model.

**L.16.2** If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids.

**L.16.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.

**L.16.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid.

**L.16.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

**L.16.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

**L.16.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

**L.16.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

## L.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE

**L.17.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

**L.17.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

**L.17.2.1** Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or

**L.17.2.2** The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

## L.18 INDIVIDUAL ITEM

Award, if made, on all other items will be on an individual item basis.

## SECTION M: EVALUATION FACTORS

### M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

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

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

#### M.1.1 General Preferences

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

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

**M.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

#### M.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

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

**M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

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

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

**M.1.3** **Maximum Preference Awarded**

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

**M.1.4** Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in

which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.1.5** **Vendor Submission for Preferences**

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

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

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

**M.1.5.*2*** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

## M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.