

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption Parking Meters		Page of Pages 1	
2. Contract Number		3. Solicitation Number  DCKA-2010-B-0206		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  7/1/2010	
7. Issued By: Office of Contracting and Procurement DDOT 2000 14th Street, 6th Floor Washington, DC 20009 <small>NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"</small>				8. Address Offer to: Office of Contracting and Procurement			
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, 3rd Floor BID ROOM</u> until <u>2pm</u> local time <u>Thursday 7/22/10</u> <small>(Hour) (Date)</small>							
<small>CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 &amp; 16 as applicable. All offers are subject to all terms &amp; conditions contained in this solicitation.</small>							
10. For Information Contact	A. Name			B. Telephone			C. E-mail Address
				(Area Code)	(Number)		(Ext)
				202	671-2275		
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
	PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
x	A	Solicitation/Contract Form		X	I	Contract Clauses	
x	B	Supplies or Services and Price/Cost			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
x	C	Specifications/Work Statement		X	J	List of Attachments	
x	D	Packaging and Marking			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
x	E	Inspection and Acceptance			Representations, certifications and other statements of offerors		
x	F	Deliveries or Performance		X			
x	G	Contract Administration Data		X	L	Instructions, conditions & notices to offerors	
x	H	Special Contract Requirements		X	M	Evaluation factors for award	
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish <del>any</del> 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	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
 Government of the District of Columbia				Office of Contracting & Procurement			
22. Name of Contracting Officer (Type or Print)				23. Signature of Contracting Officer (District of Columbia)		24. Award Date	

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

- B.1** The Government of the District of Columbia, Office of Contracting on behalf of the District Department of Transportation (DDOT), Transportation Operations Administration (TOA) is seeking a contractor to supply parking meters.
- B.2** The District contemplates award of a firm-fixed price requirements contract for the items specified for a basic period of one (1) year with four (4) one (1) year options, with payment based on fixed unit prices. The Offeror shall deliver all items in accordance with the terms and conditions of the contract award.
- B.2.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.4. 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.2.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.2.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 30 days following expiration of the contract.
- B.3** Prospective bidders must fill out the Price Schedule in section B.5 and submit it with all the required documentation and forms listed in Section J. Failure to submit pricing for all contract line items (CLINS) may result in a bid being deemed unresponsive.
- B.4** **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.

**B.5 PRICE SCHEDULE**

**B.5.1 BASE YEAR PRICE SCHEDULE (CLINS 0001 THROUGH 0002)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
0001	Parking Meters	EACH	\$ _____	1500	\$ _____
0002	One year of operation	LOT	\$ _____	1	\$ _____

**B.5.2 OPTION YEAR ONE PRICE SCHEDULE (CLIN 1002)**

1002	One year of operation	LOT	\$ _____	1	\$ _____
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**B.5.3 OPTION YEAR TWO PRICE SCHEDULE (CLIN 2002)**

2002	One year of operation	LOT	\$ _____	1	\$ _____
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**B.5.3 OPTION YEAR THREE PRICE SCHEDULE (CLIN 3002)**

<b>3002</b>	<b>One year of operation</b>	<b>LOT</b>	<b>\$_____</b>	<b>1</b>	<b>\$_____</b>
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**B.5.2 OPTION YEAR FOUR PRICE SCHEDULE (CLIN 4002)**

<b>4002</b>	<b>One year of operation</b>	<b>LOT</b>	<b>\$_____</b>	<b>1</b>	<b>\$_____</b>
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**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The Office of Contracting on behalf of the District Department of Transportation (DDOT), Transportation Operations Administration (TOA) has an immediate need to procure parking meters. The current solicitation is designed to fulfill the engineering and aesthetic requirements for parking meters while upgrading the specifications previously required, and incorporating quality innovations.

**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.

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	<b>Government</b>	<b>Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts</b>	<b>March 2007</b>
<b>3</b>	<b>D.C. Regulations</b>	<b>27 District of Columbia Municipal Regulations (DCMR)</b>	
<b>5</b>	<b>Government</b>	<b>Standard Specifications for Highways and Structures</b>	<b>2007</b>

**C.1.2 DEFINITIONS**

None.

**C.2 BACKGROUND**

The District has a recurring need to install and maintain parking meters.

**C.3 PRODUCT REQUIREMENTS (CLINs 0001 through 4002)**

The contractor shall provide parking meters that meet the following product and performance specifications:

### **C.3.1 Functional Requirements**

Single-space parking meters shall have the following primary features:

- C.3.1.1 The single space meters (SSM) need to have the capability of providing multiple payment options for the customers including coins, credit cards, debit cards and future smart card/parking card involving RFID technology.
- C.3.1.2 The SSM need to be solar powered, so that there is no need to tap into current infrastructure for power. Single space meters shall use solar panel and combination rechargeable/back-up battery pack to provide ongoing power and backup power.
- C.3.1.3 The meters need to be wirelessly networked such that the District is able to track revenue and operational status on a real-time basis. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter mechanism itself. No additional customer software other than an Internet browser shall be required to access the management system.
- C.3.1.4 Single space meters should be able to wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both
- C.3.1.5 The District is looking for a robust web-based back-end system that will enable data mining and analysis. No additional customer software other than an Internet browser shall be required to access the management system.
- C.3.1.6 The SSMs need to have the capability of dynamic pricing.
- C.3.1.7 The customer interface for the meters should be intuitive and user-friendly.
- C.3.1.8 Meter mechanisms and associated top cover (dome) shall retrofit to the city's currently installed meter housing base without any changes to key/lock systems, coin vault, or cash collection operations.
- C.3.1.9 The SSMs need to conform to existing industry standards on data security.

### **C.3.2 Requirements for Payment Options**

- C.3.2.1 The SSM shall be fully electronic with solid state components and straight down, free-fall coin chute. The single-space meter shall be able to recognize and give time for both coins and/or custom token. Standard coin recognition shall include, but is not limited to, US denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins.
- C.3.2.2 The validator shall also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.
- C.3.2.3 The meter shall also incorporate a feature that will count invalid coins, such as washers, gaming tokens, etc., so that the District may monitor the areas where this kind of activity is taking place. No time will be given for these fraudulent coins.

- C.3.2.4 The coin validator (also referred to as “coin acceptor”) shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. The coin chute shall have a clear casing to allow complete visibility of the coin pathway in order to identify and easily clear jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault when the mechanism is properly installed in the upper housing.
- C.3.2.5 In the event of a jam, the meter must have the ability to notify city staff of a jam via email, text message or both.
- C.3.2.6 Payment with a credit card must utilize a hybrid card reader built into the single-space meter mechanism. The hybrid card reader will allow for use of both magnetic stripe credit card and smart card. Users will insert (smart card) or insert/remove (credit card) the card to start the payment process. Users will then have the ability to toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select “OK” to purchase, or can press “CANCEL” to stop the transaction.
- C.3.2.7 The Contractor shall provide secure gateway service to provide for secure (encrypted) credit card data transmission to the City’s merchant account provider. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. Contractor shall provide evidence of both PA-DSS compliance and PCI-DSS Level 1 certification.
- C.3.2.8 For ease of installation and security, the credit card reader shall be integral to the mechanism design and shall not require any additional modification to the meter housing to install.
- C.3.2.9 A capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. This will prevent unnecessary wear-and-tear and key pad maintenance issues. The keypad should also be modular to all for in-field replacement if necessary.
- C.3.2.10 The keypad shall be color coded, labeled and provide a minimum of 4 buttons to allow users to select (1) More time “+”, (2) Less time “-“, (3) CANCEL, and (4) “OK” for any card transactions.
- C.3.2.11 The District envisions rolling out a parking card. The parking meter shall have the capability of accepting payment through an RFID card.
- C.3.3 Requirements for Power**
- C.3.3.1 Single space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.

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C.3.3.2 Battery pack shall consist of a combination rechargeable/back-up battery pack to provide ongoing power and backup power. Battery pack shall have a minimum life capability of 24-36 months without replacement.

### **C.3.4 Requirements for Wireless Capability**

C.3.4.1 Each meter shall be individually capable of transmitting wireless data for the purposes of payment card processing, coin transactions, updates to the operating features and rate configuration of the meter, as well as fault notification. The wireless capability must be integral to the meter mechanism design and shall not require a secondary connection to a wireless device. Such communication will be accomplished without any additional networking equipment that would need to be installed on city street poles or any other location, such as buildings, etc.

C.3.4.2 Updates to meter software, such as meter firmware and operating software, must be able to be performed wirelessly and will not require City staff to interface with each individual meter to accomplish such an update.

C.3.4.3 Should the network environment temporarily fail, the single-spaced meter should be capable of operating in a stand-alone mode until network environment is restored.

C.3.4.4 The single-space meter management system shall not be dependent on the interaction of individual handheld devices and each meter in the field. Management system shall be completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an Internet browser shall be required for the management system to be access and fully used in conjunction with the single-space meter products. This shall provide access to the meter management system from authorized user 24/7 over the web.

C.3.4.5 Management system shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. No additional software will be required to access and update the meter system, other than access to an Internet browser. Reports shall include, but are not limited to:

Credit card reconciliation (daily, weekly, monthly, annually)

Cash collection reports (by date, time, pole, and collector)

Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)

Coin box level (% full)

Individual transactions (cash or credit) by pole

GPS location of meters on a map with statistical mouse-over feature

Ability to change text on LCD remotely

Adjudication Reports

Ability to change rates and other operating parameters remotely via the internet

Meter uptime (over time, by zone, street, and pole)

Maintenance software for logging Service requirements over time

Meter paid occupancy reports

Accumulative totals of all cash and card transactions

Exception reports for units not performing as required (communications or payment faults)

Access to Help materials and User Manuals shall be available on-line

### **C.3.5 Requirements for Pricing/Rate Options**

The following rate and operating characteristics shall apply to all meter mechanisms purchased.

- C.3.5.1 **FIXED RATE** – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with the meters to accomplish such a rate update.
- C.3.5.2 **MULTIPLE-RATES** – varied rates throughout the day, up to a minimum of 6 times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.
- C.3.5.3 **PRE-PAY** – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.
- C.3.5.4 **TOW-AWAY** – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters will not accept credit card payment and no time will be given for coins. The meters shall be capable of displaying “Tow-Away Do Not Park” on the LCD screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.
- C.3.5.5 **EVENT PARKING** – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, \$15 for a baseball game, such that the rate begins at 5pm and the \$15 results in the meter being paid for the duration of the event.
- C.3.5.6 The mechanism shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter LCD.

C.3.5.7 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a web-based management system, providing remote management capability.

### **C.3.6 Requirements for Customer Interface**

C.3.6.1 Single space parking meter shall have a graphical liquid crystal display (LCD) with a temperature operating range of -30 deg C to +70 deg C, which is capable of displaying metered time (format of HH:MM, including negative time capability), parking rates and maximum stay period messages, current time of day (including time when meter will expire), as well as other alpha-numeric messages depending on the status of the meter.

C.3.6.2 The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.

C.3.6.3 For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity, and will require no additional settings to be adjusted. Additionally, backlight will only be enabled during a transaction in order to conserve battery power.

C.3.6.4 The LCD shall have the option for the user to increase/decrease the contrast of the LCD in order for the meter to adapt to the surrounding environmental conditions.

C.3.6.5 The upper housing dome shall be made of adequate material which provides exceptional weather protection and resistance to vandalism. It shall lock in place at four corners using same lock/key system in place today. A window will provide clear view of the digital display and must be UV stabilized to resist yellowing. The outer surface needs to provide resistance to weather, fading from sunlight, shall provide a tough, scratch-resistant and easily cleaned surface.

C.3.6.6 Top cover shall provide a mechanism to allow users to select (1) More time , (2) Less time, (3) CANCEL, and (4) "OK" for any card transactions.

C.3.6.7 In addition, a UV resistant material should be used to protect the LCD and solar panel.

C.3.6.8 In the event of a coin jam, meter will continue to allow payment via credit card, debit card and or smart card. During such a jam, the meter will display "Cards only, No Coins" on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meter will display "Coins only, No Cards" on the LCD. In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display "Out of Order". All of these messages can be remotely updated and programmed via web-based management system.

C.3.6.9 Expiration Indication - Enforcement shall be managed by color coded LEDs (millicandela rating of 5000mcd or greater and 30 degrees or greater viewing angle). The standard configuration will be GREEN for paid status and RED during expired time. Meters shall have ability to remotely program expiration grace period, duration of flashing LEDs, and other LED operating parameters via web-based management system.

**C.3.7 Requirements for Installation**

C.3.7.1 Meter mechanisms and associated top cover (dome) shall retrofit to the city's currently installed meter housing base without any changes to key/lock systems, coin vault, or cash collection operations.

**C.3.8 Requirements for Security**

C.3.8.1 Vendor must provide proof of its compliance with Level 1 Payment Card Industry Data Security Standard.

C.3.8.2 Vendor must provide proof of its compliance with PA-DSS (Payment Application – Data Security Standard).

C.3.8.3 Payment gateway provider or software must meet the terms of the Visa Cardholder Information Security Program (CISP); the MasterCard Site Data Protection (SDP) programs;

C.3.8.4 Meter shall allow for the use of additional cards to be used with the same hybrid credit card / contact smart card reader for the purposes of accessing meter diagnostics, cash collection, and allow for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards must be logged and can be presented as one of the report options in the web-based management system.

C.3.8.5 Diagnostics Card: with the use of a diagnostics card, and without opening the meter housing, the meter must provide specific information relating to the current meter operating status. Features shall include the ability to:

- View the current assigned meter configuration and software version
- View the battery level (for rechargeable and non-rechargeable) and solar panel charge level
- Test the operating condition of the card reader
- Test the operating condition of the coin validator
- Test the integrated wireless communications
- Allow for the meter to be turned off

C.3.8.6 Coin Collection Card: with the use of a coin collection card, and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection. The effect of this card is to provide a cash audit feature that is available in the web-based management system that will allow visibility of the time, card used, cash value collected, and a detailed summary of the coin types collected.

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- C.3.8.7 Meter Maintenance Card: with the use of a meter maintenance card, and without opening the meter housing, the meter must for the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity. The time put onto the meter will not affect the revenue audit, but can be logged and displayed in the web-based management system.
- C.3.8.8 RFID Automation: The meter mechanism shall have the capability to communicate with an Radio Frequency Identification (RFID) tag mounted inside of the meter housing such that the meter will automatically know where it is located and be able to download its pole specific location configuration (rates, display information, max stay period, etc.) from the host server based upon information stored on the RFID tag.

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**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.

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

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) 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 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-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 30 (thirty) 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 30 (thirty) 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 5 years.

### **F.3 DELIVERABLES:**

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.3 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

### **F.4 PERIOD OF DELIVERY:**

Delivery shall be made at the delivery point within 30 days from date of receipt of delivery order.

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**F.5 UNIT PRICES AND DELIVERY POINT**

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see Paragraph 11, Standard Contract Provisions), to the following delivery point:

Ship to:           Attn: Soumya Dey  
                      2000 14<sup>th</sup> Street, NE  
                      Washington, DC 20009  
                      (202) 731-5014

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

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

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

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

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

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

Name: Office of the Controller/Agency CFO  
Address: 2000 14<sup>th</sup> St., NW., 6<sup>th</sup> Floor  
Washington, DC 20009  
Telephone: 202-671-2288

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

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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 must be ordered by issuance of delivery orders or task orders by the COTR. Such orders may be issued during the term of this contract.

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

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

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

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

**G.6.2 Payments to Subcontractors**

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

G.6.2.1.1 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:

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- G.6.2.2.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.6.2.2.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.2.2.3 the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

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

Jerry Carter  
District Department of Transportation  
Office of Contracting and Procurement  
Address: 2000 14th Street, NW; 6th Floor  
Telephone: (202) 671-2288

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

- G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Name: Mr. Terry Bellamy  
Title: Associate Director  
Agency: District Department of Transportation, Transportation  
Operations Administration  
Address: 2000 14th Street, NW,  
Washington, DC 20009  
Telephone: (202) 527-3054

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

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

## **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, § 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:

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

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:
- (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of job openings listed with DOES;
  - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - (a) Name;
    - (b) Social Security number;
    - (c) Job title;
    - (d) Hire date;
    - (e) Residence; and
    - (f) Referral source for all new hires.
- H.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:
- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
  - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources;
    - (c) Advertisement of job openings listed with DOES and other referral sources; and
    - (d) Any documentation supporting the waiver request pursuant to section H.3.6.
- H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
  - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King

George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

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

H.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.3.8.

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

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

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

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

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

#### **H.5 PROTECTION OF PROPERTY:**

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

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

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

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

**H.8 WARRANTY**

Contractor warrants that the material/equipment furnished by the contractor will be free from all defects whatsoever and agrees that for a period of one (1) year from date of acceptance by the District of Columbia any repairs, replacements, or adjustments made necessary because of such defects will be made promptly by him without cost to and to the satisfaction of the District of Columbia. This warranty shall not operate to void longer guarantees offered by the manufacturer of the material/equipment or its components.

## **SECTION I: CONTRACT CLAUSES**

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

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

### **I.2 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 DDOT TITLE VI ASSURANCE**

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

### **I.7.1 Compliance with Regulations**

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

### **I.7.2 Non-Discrimination**

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

### **I.7.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment**

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

### **I.7.4 Information and Reports**

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

### **I.7.5 Sanctions for Non-Compliance**

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

to:

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

**I.7.6 Incorporation of Provisions**

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

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

**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.8.2 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.8.3 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 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.8.4 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 \$1,000,000.00 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.8.5 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 \$1,000,000.00 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.8.6 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.8.7 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.
- I.8.8 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- I.8.9 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.

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I.8.10 **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.8.11 **Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

## **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.1.2. 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.

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

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## SECTION J - LIST OF ATTACHMENTS

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

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

- J.1.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. [www.ocp.dc.gov](http://www.ocp.dc.gov)
- J.1.4 First Source Employment Agreement located at [www.ocp.dc.gov](http://www.ocp.dc.gov) , Business Requirements, Department of Employment Services, Employer Services, First Source Program
- J.2 *(The following forms are located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under Information Policies/Forms shall be completed and returned with the bid.)*
- J.2.1 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);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.6 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.3.

**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 a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

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

**L.2.1** Bidders shall submit a signed original and three 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-2010-B-0206."**

**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 PRE-BID CONFERENCE**

A pre-bid conference will be held at 10:00 a.m. on 7/8/2010 in the Bid Conference Room on the 3rd floor of the Reeves Municipal Center located at 2000 14th Street, NE; Washington, DC. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only

intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**L.4 REQUIREMENT FOR DESCRIPTIVE LITERATURE**

L.4.1 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.4.2 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.4.2.1 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.4.2.2 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.5 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

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

**L.6 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2pm** local time on **7/22/10**.

**L.7 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.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.8.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.8.2 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.8.3 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.8.4 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.8.5 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.9 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.10 ERRORS IN BIDS**

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

**L.11 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than three days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three 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.12 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 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 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 that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.13 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.14           SIGNING OF BIDS**

**L.14.1**       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.14.2**       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.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           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.17           LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.17.1**       Name, address, telephone number and federal tax identification number of bidder;

**L.17.2**       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

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**L.17.3** 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.18 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.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 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.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.8 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.

**SECTION M: EVALUATION FACTORS**

**M.1 AGGREGATE AWARD:**

Award, if made, will be to a single bidder in the aggregate for all items indicated herein. Bidder must quote unit prices on each item within each group to receive consideration.

**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.

**M.3 BASIS FOR AWARD:**

The Contracting Officer will award the PO to the lowest responsive responsible bidder. This procurement is open-market; any offeror may submit a bid for consideration. However, businesses currently certified by the Department of Small and Local Business Development will be accorded "preference points" in their bid, as described below, before determining the lowest bidder.

**M.3.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

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

**M.3.1.1 General Preferences**

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

**M.3.1.1.1** 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;

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- M.3.1.1.2 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.3.1.1.3 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.3.1.1.4 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.3.1.1.5 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.3.1.1.6 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.3.1.2 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.3.1.2.1 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.3.1.2.2 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.3.1.2.3 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.3.1.2.4 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.

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M.3.1.2.5 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.3.1.2.6 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.3.1.3 **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.3.1.4 **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.3.1.5 **Vendor Submission for Preferences**

M.3.1.5.1 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.3.1.5.1.1 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.3.1.5.1.2 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.3.1.5.2 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: CBE Certification Program  
441 Fourth Street, N.W., Suite M.370N  
Washington, DC 20001

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M.3.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3M.300 if additional information is required on certification procedures and requirements.