

SOLICITATION, OFFER, AND AWARD			1. Caption Tree Planting Services			Page of Pages 1 94				
			2. Contract Number	3. Solicitation Number DCKA-2010-B-0219	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 3-Aug-10	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:		
7. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N. W., 6th Floor Washington, D.C. 20009				8. Address Offer to: Department Public Works office of Contracting and Procurement 2000 14th Street, N. W., 3rd Floor Washington, D.C. 20009						
SOLICITATION										
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, N.W., 3rd Floor</u> until <u>2:00 p.m.</u> local time <u>23-Aug-10</u> (Hour) (Date)										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact	A. Name Deborah Bryant		B. Telephone (Area Code) 202 (Number) 671 (Ext) 2276			C. E-mail Address deborah.bryant@dc.gov				
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	1	X	I	Contract Clauses	75			
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	Specifications/Work Statement	43	X	J	List of Attachments	82			
x	D	Packaging and Marking	53	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	Inspection and Acceptance	54	Representations, certifications and other statements of offerors						
X	F	Deliveries or Performance	56							
X	G	Contract Administration Data	59	X	L	Instructions, conditions & notices to offerors	87			
X	H	Special Contract Requirements	64	X	M	Evaluation factors for award	93			
OFFER										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment	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) Jerry M. Carter			23. Signature of Contracting Officer (District of Columbia)			24. Award Date				



SECTION B - SUPPLIES OR SERVICE AND PRICE/COST

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

B.1.1 The District contemplates award of a requirements contract with payments based on firm-fixed unit price for the services specified in the schedule. The quantities specified are estimates only

B.1.2 Contract award will be made by Aggregate Award Group to the lowest responsive, responsible bidder.

B.2 BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	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
___	___	Fairfax County, Virginia	___	___	Spotsylvania County Schools
___	___	Fairfax County Water Authority	___	___	Stafford County, Virginia
___	___	Falls Church, Virginia	___	___	Takoma Park, Maryland
___	___	Fauquier City. Sch. & Govt., VA	___	___	Vienna, Virginia
___	___	Frederick County, Maryland	___	___	Wash. Metro. Area Transit Authority
___	___	Manassas Public Schools	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Gaithersburg, Maryland	___	___	Winchester Public Schools
___	___	Greenbelt, Maryland	___	___	Herndon, Virginia
___	___	Manassas, Virginia	___	___	Loudoun County, Virginia
___	___	MD-Nat. Cap. Park & Plng. Comm.			

 Vendor's Name

See Section K.8 for additional information.

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. The estimated quantities 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 after 45 calendar days of contract's expiration.

B.4 PRICE SCHEDULE -REQUIREMENTS

B.4.1 BASE PERIOD – AGGRGATE AWARD GROUP 1 – WARDS 1 & 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Maintenance of Traffic	JOB	1	\$_____
CLIN 0002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 0003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____

CLIN 0004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	800	\$ _____
CLIN 0005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$ _____
CLIN 0006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$ _____
CLIN 0007	Mobilization	JOB	1	\$ _____
CLIN 0008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$ _____
CLIN 0009	Deliver Deciduous tree 1 ¾” to 2 ¼” caliper containerized tree	EACH	35	\$ _____
CLIN 0010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 0011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 0012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.1				\$ _____

B.4.2 OPTION YEAR 1 – AGGREGATE AWARD GROUP 1 – WARDS 1 & 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Maintenance of Traffic	JOB	1	\$ _____
CLIN 1002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$ _____
CLIN 1003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$ _____
CLIN 1004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$ _____
CLIN 1005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$ _____
CLIN 1006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$ _____
CLIN 1007	Mobilization	JOB	1	\$ _____
CLIN 1008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$ _____

Tree Planting Service

DCKA-2010-B-0219

CLIN 1009	Deliver Deciduous tree 1 ¾" to 2 ¼" caliper containerized tree	EACH	35	\$ _____
CLIN 1010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 1011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 1012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.2				\$ _____

B.4.3 OPTION YEAR 2 – AGGREGATE AWARD GROUP 1 – WARDS 1 & 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001	Maintenance of Traffic	JOB	1	\$_____
CLIN 2002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 2003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 2004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 2005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 2006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 2007	Mobilization	JOB	1	\$_____
CLIN 2008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 2009	Deliver Deciduous tree 1 ¾” to 2 ¼” caliper	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	containerized tree			
CLIN 2010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 2011	Tree Trunk Protectors	EACH	600	\$ _____
CLIN 2012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.3				\$ _____

B.4.4 OPTION YEAR 3 – AGGREGATE AWARD GROUP 1 – WARDS 1 & 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 3001	Maintenance of Traffic	JOB	1	\$_____
CLIN 3002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 3003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 3004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 3005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 3006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 3007	Mobilization	JOB	1	\$_____
CLIN 3008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 3009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 3010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 3011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 3012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.4				\$ _____

B.4.5 OPTION YEAR 4 – AGGREGATE AWARD GROUP 1 – WARDS 1 & 3

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 4001	Maintenance of Traffic	JOB	1	\$_____
CLIN 4002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 4003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 4004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 4005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 4006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 4007	Mobilization	JOB	1	\$_____
CLIN 4008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 4009	Deliver Deciduous tree 1 ¾” to 2 ¼” caliper	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	containerized tree			
CLIN 4010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 4011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 4012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.5				\$ _____

B.4 PRICE SCHEDULE – REQUIREMENTS

B.4.1 BASE PERIOD – AGGREGATE AWARD GROUP 2 – WARDS 4 & 5

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Maintenance of Traffic	JOB	1	\$ _____
CLIN 0002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$ _____
CLIN 0003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$ _____
CLIN 0004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	800	\$ _____
CLIN 0005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$ _____
CLIN 0006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$ _____
CLIN 0007	Mobilization	JOB	1	\$ _____
CLIN 0008	Payment to PEPCO for Cable Repair	JOB	1	\$ _____
CLIN 0009	Deliver	EACH		

Tree Planting Service
 DCKA-2010-B-0219

	Deciduous tree 1 3/4" to 2 1/4" caliper containerized tree		35	\$ _____
CLIN 0010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 0011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 0012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.1				\$ _____

B.4.2 OPTION YEAR 1 – AGGREGATE AWARD GROUP 2 – WARDS 4 & 5

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Maintenance of Traffic	JOB	1	\$ _____
CLIN 1002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$ _____
CLIN 1003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$ _____
CLIN 1004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$ _____
CLIN 1005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$ _____
CLIN 1006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$ _____
CLIN 1007	Mobilization	JOB	1	\$ _____
CLIN 1008	Payment to PEPCO for Cable Repair	JOB	1	\$ _____
CLIN 1009	Deliver Deciduous tree	EACH	35	\$ _____

Tree Planting Service
 DCKA-2010-B-0219

	1 3/4" to 2 1/4" caliper containerized tree			
CLIN 1010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 1011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 1012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.2				\$ _____

B.4.3 OPTION YEAR 2 – AGGREGATE AWARD GROUP 2 – WARDS 4 & 5

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001	Maintenance of Traffic	JOB	1	\$_____
CLIN 2002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 2003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 2004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 2005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 2006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 2007	Mobilization	JOB	1	\$_____
CLIN 2008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 2009	Deliver Deciduous tree 1 ¾” to 2 ¼” caliper	EACH	35	\$_____

Tree Planting Service

DCKA-2010-B-0219

	containerized tree			
CLIN 2010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 2011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 2012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.3				\$ _____

B.4.4 OPTION YEAR 3 – AGGREGATE AWARD GROUP 2 – WARDS 4 & 5

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 3001	Maintenance of Traffic	JOB	1	\$_____
CLIN 3002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 3003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 3004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 3005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 3006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 3007	Mobilization	JOB	1	\$_____
CLIN 3008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 3009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 3010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 3011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 3012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.4				\$ _____

B.4.5 OPTION YEAR 4 – AGGREGATE AWARD GROUP 2 – WARDS 4 & 5

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 4001	Maintenance of Traffic	JOB	1	\$_____
CLIN 4002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 4003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 4004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 4005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 4006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 4007	Mobilization	JOB	1	\$_____
CLIN 4008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 4009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service

DCKA-2010-B-0219

	caliper containerized tree			
CLIN 4010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 4011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 4012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.5				\$ _____

B.5 PRICE SCHEDULE - REQUIREMENTS

B.5.1 BASE PERIOD – AGGREGATE AWARD GROUP 3 – WARDS 2 & 6

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Maintenance of Traffic	JOB	1	\$_____
CLIN 0002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 0003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 0004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	800	\$_____
CLIN 0005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 0006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 0007	Mobilization	JOB	1	\$_____
CLIN 0008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 0009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 0010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 0011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 0012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.1				\$ _____

B.4.2 OPTION YEAR 1 – AGGREGATE AWARD GROUP 3 – WARDS 2 & 6

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Maintenance of Traffic	JOB	1	\$ _____
CLIN 1002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$ _____
CLIN 1003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$ _____
CLIN 1004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$ _____
CLIN 1005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$ _____
CLIN 1006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$ _____
CLIN 1007	Mobilization	JOB	1	\$ _____
CLIN 1008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$ _____
CLIN 1009	Deliver	EACH	35	\$ _____

Tree Planting Service
 DCKA-2010-B-0219

	Deciduous tree 1 3/4" to 2 1/4" caliper containerized tree			
CLIN 1010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 1011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 1012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.2				\$ _____

B.4.3 OPTION YEAR 2 – AGGREGATE AWARD GROUP 3 – WARDS 2 & 6

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001	Maintenance of Traffic	JOB	1	\$_____
CLIN 2002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 2003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 2004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 2005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 2006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 2007	Mobilization	JOB	1	\$_____
CLIN 2008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 2009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 2010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 2011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 2012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.3				\$ _____

B.4.4 OPTION YEAR 3 – AGGREGATE AWARD GROUP 3 – WARDS 2 & 6

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 3001	Maintenance of Traffic	JOB	1	\$_____
CLIN 3002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 3003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 3004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 3005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 3006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 3007	Mobilization	JOB	1	\$_____
CLIN 3008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 3009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

	caliper containerized tree			
CLIN 3010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 3011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 3012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.4				\$ _____

B.4.5 OPTION YEAR 4 – AGGREGATE AWARD GROUP 3 – WARDS 2 & 6

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 4001	Maintenance of Traffic	JOB	1	\$_____
CLIN 4002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 4003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 4004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 4005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 4006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 4007	Mobilization	JOB	1	\$_____
CLIN 4008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 4009	Deliver Deciduous tree 1 3/4” to 2 1/4” caliper	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	containerized tree			
CLIN 4010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 4011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 4012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.5				\$ _____

B.6 PRICE SCHEDULE - REQUIREMENTS

B.6.1 BASE PERIOD – AGGREGATE AWARD GROUP 4 – WARDS 7 & 8

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Maintenance of Traffic	JOB	1	\$_____
CLIN 0002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 0003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 0004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	800	\$_____
CLIN 0005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 0006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 0007	Mobilization	JOB	1	\$_____
CLIN 0008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 0009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service

DCKA-2010-B-0219

	caliper containerized tree			
CLIN 0010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 0011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 0012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.1				\$ _____

B.4.2 OPTION YEAR 1 – AGGREGATE AWARD GROUP 4 – WARDS 7 & 8

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Maintenance of Traffic	JOB	1	\$_____
CLIN 1002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 1003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 1004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 1005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 1006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 1007	Mobilization	JOB	1	\$_____
CLIN 1008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 1009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 1010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 1011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 1012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.2				\$ _____

B.4.3 OPTION YEAR 2 – AGGREGATE AWARD GROUP 4 – WARDS 7 & 8

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001	Maintenance of Traffic	JOB	1	\$_____
CLIN 2002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 2003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 2004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 2005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 2006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 2007	Mobilization	JOB	1	\$_____
CLIN 2008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 2009	Deliver Deciduous tree 1 3/4” to 2 1/4” caliper	EACH	35	\$_____

Tree Planting Service

DCKA-2010-B-0219

	containerized tree			
CLIN 2010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 2011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 2012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.3				\$ _____

B.4.4 OPTION YEAR 3 – AGGREGATE AWARD GROUP 4 – WARDS 7 & 8

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 3001	Maintenance of Traffic	JOB	1	\$_____
CLIN 3002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 3003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 3004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 3005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 3006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 3007	Mobilization	JOB	1	\$_____
CLIN 3008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 3009	Deliver Deciduous tree 1 ¾” to 2 ¼”	EACH	35	\$_____

Tree Planting Service
 DCKA-2010-B-0219

	caliper containerized tree			
CLIN 3010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 3011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 3012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.4				\$ _____

B.4.5 OPTION YEAR 4 – AGGREGATE AWARD GROUP 4 – WARDS 7 & 8

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 4001	Maintenance of Traffic	JOB	1	\$_____
CLIN 4002	Premium Shredded Mulch (including pine fines) per bag	PER BAG	25	\$_____
CLIN 4003	Stump Removal (up to 4 inch in diameter)	EACH	5	\$_____
CLIN 4004	Plant Deciduous Shade Tree 2 – 2 – 1/2 ” Cal., B&B or Container	EACH	600	\$_____
CLIN 4005	Turf grass with fertilizer, mulch, seed combined (such as hydro seed) per bag	PER BAG	15	\$_____
CLIN 4006	Remove Sidewalk Pavement for Tree Box	EACH	2	\$_____
CLIN 4007	Mobilization	JOB	1	\$_____
CLIN 4008	Payment to PEPCO for Cable Repair	JOB	<u>1</u>	\$_____
CLIN 4009	Deliver Deciduous tree 1 3/4” to 2 1/4”	EACH	35	\$_____

	caliper containerized tree			
CLIN 4010	Premium Shredded Recycled Rubber mulch per ton	EACH	10	\$ _____
CLIN 4011	Tree Trunk Protectors	EACH	1000	\$ _____
CLIN 4012	25 Gallon poly watering tubs	EACH	50	\$ _____
Grand Total for B.4.5				\$ _____

B.5 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Office of Contracting and Procurement (OCP) on behalf of the District of Columbia Department of Transportation (ddOT) is seeking a contractor, with proven experience in completing municipal tree planting contracts, to provide the transportation, equipment, tools, materials, supplies, facilities, labor and supervision required to plant trees and perform incidental dead, dangerous, diseased trees and tree parts (stumps, roots) removal services.

The OCP will award contracts by aggregate award group (See Section .) a basic period of one (1) year with four (4) one (1) year options to extend the contract term. The Contractor shall be required to plant approximately 1,000 deciduous trees each year per aggregate award group. During the contract term the contractor may be requested to remove dead, dangerous and diseased trees that are located in the spaces identified for tree planting. These removals are infrequent and defined as part of the excavation process.

C.2 APPLICABLE DOCUMENTS

Document Type	Version	Title	Date
Standard Contract Terms and Conditions		Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts	April 2003
Standard Contract Terms and Conditions for Construction	Special Provisions 104, 611.01, 610, 105.05, 107.12	District of Columbia Department of Public Works Standard Specifications for Highways and Structures	1996
Regulations	21 District of Columbia Municipal Regulations, Section 706.3	Water and Sanitation	March 1987
defines terms and numerical relationships among tree parts	American National Standards Institute (ANSI) Z60.1	American Standard for Nursery Stock	1997
nomenclature	American National Standards Institute, Editorial Committee on Horticultural Nomenclature	Standardized Plant Names	1990

Planting and Pruning Standards	ISA Best Management Practices for Planting and Pruning	International Society of Arboriculture.	Most recent
Safety Requirements	ANSI Z-133.1	American National Standard for Arboricultural Operations – Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush	2000

C.3 DEFINITIONS

C.1.2.1 Plant Materials: Plant materials are defined as trees, vines and plants of all description. **See Attachment J.7 for the approved list of large and low growing deciduous trees.**

C.1.2.2 Topsoil: Fertile agriculture soil capable of sustaining vigorous plant growth. Contains not less than 1.5 percent organic matter as determined by the Walkey Block Method described in the Department of Agriculture Circular No. 757, and shall have a ph between 5 and 7.6. Contains not less than 15 percent silt, not less than 15 percent nor more than 60 percent sand and not less than 15 percent nor more than 40 percent clay. All topsoil shall be free of stones, roots, rubbish and other objectionable materials such as Bermuda grass, poison ivy, and kindred roots. Topsoil shall not contain any material toxic to plant growth. Topsoil shall not be handled when frozen or so wet that it will puddle or destroy the soil structure. Only approved material shall be delivered to the project.

C.1.2.3 Planting Soil Mix: Consists of five (5) parts by volume topsoil as specified, thoroughly mixed with one (1) part by volume of organic additive. Ingredients must be delivered separately to a site approved by the COTR and mixed completely before backfilling. The planting soil mix must be approved by the COTR prior to use.

C.1.2.4 Leaf Mold: Composed of decomposed leaves, thoroughly composed,

C.1.2.5 Fiberglass Stake- eight foot fiberglass stake 5/8 inch in diameter; driven through the containerized root system and tether to the tree and stake with the nylon strapping.

C.1.2.6 Guy Material: Must be new nylon strapping approved by the COTR

C.1.2.7 Shredded Hardwood Mulch: Must be premium grade and free from any matter that may be injurious to plant growth. Such as Cypress, Pine Fines

C.1.2.8 Tree Pit: 9 feet long and 4 feet wide and excavated to a dept of the ball with vertical sides and flat bottom, unless otherwise directed by the COTR.

- C.1.2.9 Heeled In:** Upon delivery but prior to planting, the tree ball is surrounded by wood chips or mulch and watered regularly as needed to maintain a vigorous healthy tree prior to planting. The COTR shall have authority to direct watering levels and frequency as deemed necessary to maintain plants in a vigorous condition. Mulch shall be maintained during the entire time the tree is “heeled in”.
- C.1.2.10 Backfill for Tree Pit:** shall be filled with previously prepared planting soil mix.
- C.1.2.11 Fertilizers and Ammendments:** Microscopic slow release fertilizer packets. Use two (2) four (4) ounce, three (3) year release packets per location. Apply a moisture storing hydrogel crystal at the rate specified for the particular product applied. (Examples of such hydrogel crystals include ‘Stockosorb’ and ‘Water-Keep’.)
- C.1.2.12 Trunk Protectors:** All trees will include one trunk protector that is able to expand as the trunk grows and is gray in color.
- C.1.2.13 Watering:** Full and thorough saturation of all backfill in the pits on the day the plants are planted and 2 times per month, at a rate of 25 gallons per instance, during the warranty period. The Contractor shall apply water using only a poly watering tub during the growing season and through the WASA hydrant water meter supplied and paid for by UFA. The Contractor shall not use hose from tank trucks to water trees to protect soil.
- C.1.2.14 B&B – Balled and burlapped plants** are transplants shipped to the consumer after having been planted, dug up and wrapped. "Balled" refers to the root ball which has been dug up, while "burlapped" refers to the wrapping material traditionally used for transporting tree and shrub during delivery. The bio degradable burlap is to be secured with biodegradable twine. All string and burlap shall be [biodegradable](#) and all wire baskets shall be low profile, and utilize the lowest gauge wire available.
- C.1.2.15 Containerized-** Plant material grown in containers or grow bags which hold the root system of the plant and is removed prior to planting
- C.1.2.16 Premium Shredded Rubberized Mulch-** Shredded recycled rubber that resembles shredded wood mulch. Premium denotes quality as it relates to the shredded appearance and true color of dye.
- C.1.2.17 Qualified Landscape Foreman-** shall have five plus years experience in tree planting in an urban environment, ability to make decisions for the company and proven customer service experience/skills.
- C1.2.18 Continuous Strip –** continuous strip of tree area that is only interrupted by alleys and drive and excavated to a depth of the ball with vertical sides and flat bottom, unless otherwise directed by the COTR.

C.4 BACKGROUND

The District has over 130,000 street trees. dDOT’s Urban Forestry Administration is solely responsible for tree planting and maintenance services and maintains a database of information on each tree, e.g., the tree’s location, type of tree. Each tree has a unique identification number that is used to access this information.

The District has contracted for tree planting and maintenance services for decades. As part of the Mayor’s initiative to make the District a place for people to work and live in, dDOT launched an aggressive program to plant trees throughout the District using local and federal funding. Local funds are used to replace trees located mostly within the District’s residential neighborhoods.

Services provided under the resultant contract will be paid for with local funds; therefore the District’s contract terms and conditions will apply.

C.5 REQUIREMENTS

The dDOT is seeking a contractor to provide the transportation, equipment, tools, materials, supplies, labor and supervision required to provide tree planting and incidental tree and stump removal services. The contractor shall have proven experience in successfully completing municipal tree planting contracts. The contractor shall perform the following:

C.5.1 MAINTENANCE OF HIGHWAY TRAFFIC (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0001, 1001, 2001, 3001 and 4001)

C.5.1.1 The Contractor shall maintain highway traffic during the contract term in accordance with the District of Columbia Department of Public Works Standard Specifications for Highways and Structures (Standard Specifications), Special Provision 104.

C.5.1.2 The following supplements and modifies Standard Specifications section 104.2:

C.5.1.2.1 References to the Manual of Uniform Traffic Control (MUTCD) apply to the 2000 edition with latest revisions;

C.5.1.2.2 Delete the first paragraph of section 104. 2 and replace with the following:

“(A) TRAFFIC FLOW RESTRICTIONS

During the peak traffic hours (7:00 a.m. - 9:00 a.m. and 3:30 p.m. - 6:00 p.m., Monday through Friday, excluding holidays), the full roadway widths of all streets within the project area shall be maintained for vehicular traffic unless directed by the Engineer. At all other times and when work is actually being performed, the Contractor may occupy the curb lanes when required by his operation; otherwise the peak hour restriction shall apply.

C.5.2 SOD WITH 3-INCH TOP SOIL (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0002, 1002, 2002, 3002 and 4002)

C.5.2.1 The Contractor shall apply sod at certain tree space locations, as directed by the COTR.

C.5.2.2 The Contractor shall apply sod to tree stump areas plus any area scarred during stump removal. The sod shall be applied to the full width of the grass area between the sidewalk and curb for the entire length of the scarred area.

C.5.3 STUMP REMOVAL (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0003, 1003, 2003, 3003 and 4004)

The Contractor shall remove stumps using the following procedures:

C.5.3.1 The Contractor shall receive the lists of stumps to be removed from the COTR.

C.5.3.2 The Contractor shall only use the grinding method to remove stumps unless he receives approval from the COTR to use an alternative method.

C.5.3.3 The Contractor shall remove stumps of all diameter sizes from approximately one inch (1") to four inches (4")

C.5.3.4 The Contractor shall remove the stumps of each tree completely to a minimum of twenty-four (24) inches below ground level.

C.5.3.5 The Contractor shall remove all visible surface roots between the sidewalk and the curb regardless of their distance from the main stump.

C.5.3.6 After the stump and loose shavings have been removed, the Contractor shall backfill the hole with topsoil in accordance with Standard Specifications, special provision 611.01.

C.5.3.7 The Contractor shall remove and dispose of all loose shavings and materials resulting from the stump removal process in a manner that is in compliance with Federal and District laws and health codes.

C.5.3.8 The Contractor shall clean the area, to include sweeping all pavement and removing all debris created by the project, after all tasks are complete at each location.

C.5.3.9 The Contractor shall not leave any pit open overnight.

C.5.3.10 The Contractor shall take whatever action is required to ensure that the sidewalk is open to pedestrian traffic at the conclusion of each workday.

C.5.4 PLANT DECIDIOUS TREES (AGGREGATE AWARD GROUPS 1, 2, 3, and 4 CLINS 0004, 1004, 2004, 3004, and 4004)

The Contractor shall use the following procedures to plant large and low growing deciduous trees:

- C.5.4.1** The Contractor shall maintain all heeled in plants until planted at a protected site located either within the District, or within a 25 mile radius of Washington, DC.
- C.5.4.2** The Contractor shall protect the plant material of balled and burlapped (B&B) and containerized plants not immediately planted after delivery and inspection by protecting the root systems and crowns for planting in a manner appropriate to prevailing conditions and in accordance with accepted horticultural practice.
- C.5.4.3** The Contractor shall carefully preserve the solidity of the ball of B&B and the containerized plants and only handle the plants by its ball. Any ball that has been damaged, loosened or otherwise mishandled at any time during or after delivery shall be replaced at the contractor's expense; the COTR shall have the ability to reject any mishandled, damaged, diseased, or otherwise objectionable plant at any time.
- C.5.4.4** The contractor shall prune trees prior to planting and during the watering cycle through the first growing season. Pruning shall consist of removing **only** damaged or broken branches. The contractor shall employ skilled laborers to prune in accordance with standard horticultural practice per ISA Best Management Practices for Pruning.
- C.5.4.5** The Contractor shall not plant when the ground is frozen beyond 1 – 3 inches.
- C.5.4.6** The Contractor shall not plant if the planting soil mix is not friable.
- C.5.4.7** The Contractor shall have the option to begin preparation for planting earlier than the specified seasons, provided the COTR has approved the planting locations.
- C.5.4.8** The Contractor shall change the location of plantings as directed by the COTR without additional expense to the District. Plant arrangements on the planting sheets are approximate. Final locations, species, facing and orientation of all trees shall be as directed by the COTR.
- C.5.4.9** The Contractor shall have a representative from each applicable utility company stake-out in the field the exact location of the utility conduits and appurtenances before tree pits are dug, when trees are to be installed contiguous to underground utility lines.
- C.5.4.10** The contractor shall have the planting soil mix ingredients delivered and mixed, under the observation of the COTR, at an approved mixing site before the planting soil mix can be used to amend existing soil and/or for backfilling.
- C.5.4.11** The Contractor shall excavate tree pits and continuous strips to the depth of the ball. The tree pits shall be nine (9) feet long and four (4) feet wide with vertical sides and a flat bottom, unless otherwise directed by the COTR.

- C.5.4.12** The Contractor shall not excavate any closer than eight (8) inches to the back face of curbs.
- C.5.4.13** The Contractor shall carefully chip and remove excess PCC foundation for PCC or granite curb or sidewalk, which protrudes into the planting pit to allow proper placement of tree ball.
- C.5.4.14** Occasionally a location to plant will have an existing two to three inch caliper dead tree; the Contractor shall remove the small dead tree as part of the tree pit excavation, and at no additional cost to the District.
- C.5.4.15** The Contractor shall backfill to grade with the same material and apply grass seed to the disturbed area in the event that difficulty arises in excavation of a tree pit or continuous strip that necessitates changing the planting location. The COTR shall determine such changes and the Contractor shall make them at no additional cost to the District.
- C.5.4.16** The Contractor shall plant each plant in an individual pit or continuous strip unless otherwise directed by the COTR. All trees planted too high or too low, or otherwise not in accordance with the ISA Best Management Practices for Planting shall be corrected at the request of the COTR at the contractor's expense.
- C.5.4.17** The Contractor shall carefully set each tree in the center of the pit or continuous strip, whenever possible, in a firm vertical position. All trees not centered shall be re-planted at the contractor's expense.
- C.5.4.18** The contractor shall set each plant at such a level that after settlement its depth will be the same as if grown in the nursery or collected areas. The final level of all tree pits or continuous strips shall be level with the existing sidewalk and cur.
- C.5.4.19** The Contractor shall backfill plant pits immediately with the mixed amended/planting soil mix, fertilizer and water-saving hydrogel crystal, specified in section C.1.2.3 by using the following procedure;
- C.5.4.19.1** Carefully lower plant into hole without damaging root system.
- C.5.4.19.2** carefully fill in mixed/amended planting soil mix around the tree ball to half the depth of the ball. At this time, apply the specified fertilizer and water-saving hydrogel crystal.
- C.5.4.19.3** firmly tamp, with the heel of boot, the backfill throughout the entire pit area, and ensure the tree's orientation is vertical and most appropriate for the individual site.
- C.5.4.19.4** fill the remainder of the pit with the mixed amended/planting soil mix;
- C.5.4.19.5** firmly tamp, with the heel of boot, the backfill throughout the entire pit area so that excessive settling does not occur and water the tree within the same planting day; and

- C.5.4.19.6** avoid damage to roots and prevent air pockets from developing during backfilling, tamping and watering.
- C.5.4.20** The Contractor shall immediately prune any root bruised or broken from the root ball before or during planting.
- C.5.4.21** The Contractor shall immediately make each pit safe after being notified by the COTR of locations where pits are found to be low due to insufficient backfilling or settling.
- C.5.4.22** The Contractor shall not leave a pit open overnight.
- C.5.4.23** Each day the Contractor shall remove excess and waste materials during the course of planting. The Contractor shall keep lawn areas clean and take all reasonable precautions to avoid damage to existing structures, plants and grasses.
- C.5.4.24** The Contractor shall repair existing grass areas that are injured during planting in accordance with Standard Specifications, Special Provisions 610.
- C.5.4.25** The Contractor shall spread mulch over all plant areas and pits to the thickness specified on the plans at time of planting.
- C.5.4.26** The Contractor shall not place mulch within two (2) inches of the root collar.
- C.5.4.27** The Contractor shall stake a tree when it is planted.
- C.5.4.28** The Contractor shall evenly space the stakes and nylon strapping 120 degrees apart with two (2) stakes placed on the street side of the tree and parallel to the curb and a third stake adjacent to the sidewalk.
- C.5.4.29** The Contractor shall maintain all plants in a vigorous, thriving condition by watering, cultivating, weeding, pruning, spraying and using other methods as required during the plant's warranty period. See section H.2 for additional information.
- C.5.4.30** The Contractor shall remove all tags and seals after planting and before the final inspection. All trees shall be delivered with labels that have the common name of species.
- C.5.4.31** The Contractor shall replace plants that have died back into the crown or beyond normal pruning limits at no additional expense to the District during the Warranty Period. Trees that have less than 90% thriving canopy in the first year shall be deemed "dead" and be replaced.
- C.5.4.32** During the final month of the Warranty Period, the Contractor shall visit each tree with UFA staff to determine list of trees that shall be replaced.

C.5.5 REMOVE SIDEWALK PAVEMENT FOR TREEBOX (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0006, 1006, 2006, 3006, and 4006)

C.5.5.1 The contractor shall remove the Portland concrete cement (PCC) sidewalk adjacent to the curb with a power driven concrete saw to a minimum of 4.0' x 9.0" size, at locations directed by the COTR.

C.5.5.2 The Contractor shall take precautions in order not to damage the adjacent sidewalk.

C.5.5.3 The Contractor shall remove the bricks on brick sidewalks and lay binder course on edge along the tree box perimeter.

C.5.6 MOBILIZATION (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0007, 1007, 2007, 3007, and 4007)

This item consists of preparatory work and operations needed to mobilize for the project. Work includes but is not limited to:

C.5.6.1 Movement to, placement and set-up on project site of personnel, equipment, supplies and accessory items;

C.5.6.2 establishment of offices, buildings and other needed project facilities plus utility work and connections needed for these facilities;

C.5.6.3 scheduling details, coordination and any other work and expense appropriate that is prior to start of work under other contract payment items; and

C.5.6.4 demobilization at completion of project.

C.5.7 PAYMENT TO PEPCO FOR CABLE REPAIR (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0008, 1008, 2008, 3008, and 4008)

C.5.7.1 The contractor shall provide services in accordance with Standard Specification, Special Provision 105.05 as amended below:

“For any underground utility or vault encountered, the Contractor shall immediately notify the COTR and take necessary measures to protect the utility or vault and maintain its services until relocation by owner is accomplished.

C.5.7.2 Reference section G.3.7 for additional requirements.

C.5.8 DELIVER LARGE AND SMALL CANOPY TREE 1 3/4" TO 2 1/4" CALIPER CONTAINERIZED (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0009, 1009, 2009, 3009, and 4009)

C.5.8.1 The COTR shall place and order for deciduous containerized trees to be planted by the UFA staff for special occasions or special requests.

- C.5.8.1** The contractor shall order, store, maintain and deliver plant material to the COTR anytime during the option year.
- C.5.9** **ORDER AND DELIVER PREMIUM SHREDDED RECYCLED RUBBER MULCH (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0010, 1010, 2010, 3010, and 4010)**
- C.5.9.1** The COTR shall place an order for premium shredded recycled rubber mulch during the planting season to be used for some planting sites.
- C.5.9.2** The contractor shall use the premium shredded recycled rubber mulch in replace of the shredded hardwood mulch or deliver for use by UFA staff for special projects. Any shredded hardwood mulch that is replaced in this process shall be set aside for use by UFA staff.
- C.5.10** **WEED BARRIER, RECYCLED RUBBER MAT, 4 FOOT X 8 FOOT X 1 INCH (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0011, 1011, 2011, 3011, and 4011)**
- C.5.10.1** The COTR shall order recycled rubber mats and have them placed in tree boxes in special locations to eliminate repeated compaction or for UFA to use in special locations.
- C.5.11** **POLY WATERING TUBS 25 GALLON (AGGREGATE AWARD GROUPS 1, 2, 3, and 4, CLINS 0012, 1012, 2012, 3012, and 4012)**
- C.5.11.1** The contractor will use the watering tubs during seasonal watering and allow UFA to purchase them for internal use.
- C.5.11.2** The tubs will be placed down around the base of the tree and centered.
- C.5.11.3** The tubs shall be zip tied to together then filled to the top with water via hose or water pails. The contractor shall use a WASA approved, permitted and metered fire hydrant tap.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract will be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.
- D.2** Special precautions shall be taken to avoid any injury to or removal of fibrous roots. Each species or variety shall be handled and packed in the approved manner for that supplier taking into consideration the soil and climate conditions, transportation mode, and transit and delivery time. The contractor shall employ all standard industry precautions to ensure that plants arrive at their final destination in condition for successful growth.
- D.3** The contractor shall ensure that all plant material that is required to be balled and burlapped prior to shipment is designated B&B. B&B plants shall be lifted so as to retain as many fibrous roots as possible. The burlap must be firmly held in place by wrapping with stout cord or wire. The contractor shall ensure that each plant with a ball exceeding 28" diameter is secured to a platform. The dept of each ball shall comply with standard horticultural industry practice. The ball size for oversized or exceptionally heavy plants must be proportionally increased to comply with the American Association of Nurserymen Standards.
- D.4** The contractor shall seal each plant material prior to shipping.
- D.4** The contractor shall spray plant material budding into leaf or new soft growth before delivery at the site to be planted with a wilt preventive, anti-desiccant spray material.
- D.5** The contractor shall immediately notify the COTR after plants are delivered to the planting site.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.
- E.2** The District reserves the right to inspect all work in progress and to send representatives to witness the Contractor in the performance of the required services.
- E.3** **INSPECTION OF EQUIPMENT**
- E.3.1** The COTR will inspect the Contractor's equipment 120 days from the last inspection date.
- E.3.2** The contractor shall clean the equipment and make it available to the COTR for inspection within five days from receipt of a written notification that the inspection is to be held.
- E.3.3** The contractor shall correct defective equipment within five days after the inspection date at no additional cost to the District. The COTR will inspect and accept the corrected equipment.
- E.4** **INSPECTION OF PLANT MATERIALS**
- E.4.1** The COTR will inspect each plant at the supplier source to ensure that it meets quality and packaging requirements prior to shipping. Costs associated with the inspection of planting material shall be provided for by the contractor.
- E.4.2** The COTR will inspect and approve for planting each plant at the location designated for planting. The COTR will reject each plant that does not meet the quality specifications stated in section H.5, shows improper handling or arrives at the planting site in an unsatisfactory condition. The COTR will reject each plant that arrives at the site designated for planting with: 1) a broken seal, 2) a broken or loose ball, 3) insufficient protection of roots or top, 4) dead or pruned terminal leaders or 5) roots that are shriveled, dry, insufficiently developed, weak, thin, damaged, defective or that do not comply with specifications.
- E.4.3** The Contractor must immediately remove and dispose of rejected plants.
- E.4.4** The Contractor must replace rejected plants with nursery stock meeting the same contract specifications at no additional cost to the District.

E.4.5 The COTR will give final acceptance of each plant only after it is planted and the last inspection is performed prior to the expiration of the warranty period. Reference section H.2 for additional information regarding the warranty period.

E.5 MONITORING AND SURVEILANCE PLAN

E.5.1 INSPECTION OF PLANT MATERIALS DURING WARRANTY PERIOD AND FINAL ACCEPTANCE

E.5.1.1 The COTR will inspect each plant during the first year's growing cycle while the plant is under warranty. See section H.2. for additional information.

E.5.1.2 The COTR and contractor together will conduct the final inspection prior to the expiration of the warranty period. The COTR will accept only trees that are in a healthy and vigorous condition.

E.5.2 INSPECTION DURING PREPARATION OF PLANTING SOIL MIX

The COTR will observe the contractor mix the topsoil with the organic additive in order to ensure that the correct quantity and quality of topsoil and organic additive is used.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of a requirements type contract with payments based on a firm-fixed unit price for the CLINS specified. The contractor shall provide all specified CLINS required by the District. The quantities specified are estimates only.

F.2 TERM OF CONTRACT

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

F.2.1 OPTION PERIOD

F.2.1.1 The District may extend the term of this contract by exercising up to four (4), one-year, option periods.

F.2.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.2.1 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 shall 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.2.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.2.3 The price for the option period shall be as specified in the contract.

F.3 DELIVERABLES

CLINs	Deliverables	Quantity	Format/Method of Delivery	Due Date
04, 05, 14, 15, 24, 25, 34, 35, 44, 45	Work Schedule that list Planting Locations	1	Electronic mail, mail, courier or facsimile	2 days prior to event
	List of Tree Suppliers	1	Electronic mail, mail, courier or facsimile	2 days from receipt of NTP
01, 05, 11, 15, 21, 25, 31, 35, 41, 45	Maintenance of Traffic Plan	1	Electronic mail, mail, courier or facsimile	Prior to beginning the affected work
	Annual Period of Performance (unless otherwise directed by CO		N/A	240 consecutive calendar days from September through April
	Invoice	1 Per shipment of plant materials	Mail, courier	Within 2 days after receipt of plant materials
	Sample of Topsoil	20 pounds	Courier	At least 2 weeks prior to use
	Certified soil analysis report	1	Delivered with Topsoil sample	At least 2 weeks prior to use (Analysis performed no more than 30 days prior to submission.)
	Documented proof that District specified plant material is not available	3 supplier sources	Written documentation, either mailed or facsimile	
	Notification that plant materials received at project site for planting	1	Verbal cellular phone	Immediately upon receipt of plants

F.4 The contractor shall not proceed with performance of any element of the scope of work until after contract award and the Contracting Officer issues to the contractor a Notice to Proceed (NTP).

F.5 TIME OF DELIVERY ESSENTIAL:

Time of delivery is of the essence. The Contractor shall be fully prepared and capable of delivering all equipment, materials, supplies, labor and supervision specified in **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK** of the contract upon receipt of the Notice to Proceed (NTP). The Contractor shall start work on the date specified in the NTP and shall complete the work within two hundred forty (240) consecutive calendar days. All planting must be completed by April 30 of each year, unless the planting season is extended in writing by the COTR. In the event that the District exercises the options under the contract, the Contractor shall select all trees prior to September 30 of each subsequent year.

F.6 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

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. The contractor shall submit the original to the Agency Chief Financial Officer (ACFO) and the duplicate copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.8. The address of the ACFO is:

Associate Chief Financial Officer
The District Department of Transportation (DDOT)
2000 14th Street, N.W., 6th floor
Washington, D. C. 20009
Telephone: (202) 671-2301

- 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 identification and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.),
 - G.2.2.2 Contract number and invoice number;
 - G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 PAYMENT

G.3.1 In accordance with the Quick Payment Act, D.C. Official Code §2-221.01 et seq., the District of Columbia Office of the Associate Chief Financial Officer shall make payment within thirty (30) days from the date of receipt of a properly submitted invoice. The Office of the Associate Chief Financial Officer is an independent District government agency with exclusive control over all payments. The District shall only pay the Contractor for performing the services under this contract according to the terms outlined in this contract and the prices set forth in Section B.

G.3.2 For CLINs 0001 and 0005, 1005, 2005, 3005, and 4005, payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B. The Contractor shall submit with his invoice supporting documentation as approved by the COTR. See Section G.4.

G.3.3 For CLINs 0002, 1002, 2002, 3002, 4002, 0003, 1003, 2003, 3003, 4003, 0004, 1004, 2004, 3004, and 4004, the contractor shall be paid at the firm fixed unit price for services provided during the previous month. Any additional hardware, structural supports, traffic control or miscellaneous items required to complete maintenance activities shall be deemed incidental and included in the firm fixed unit price.

G.4 INVOICING PROCEDURES

G.4.1 The Contractor shall support each invoice with a statement of the work performed by the Contractor for the period of performance. This statement will assist the COTR in determining the percentage of work completed; thereby facilitating his ability to approve invoices. Additionally, it will assist him in maintaining a historical record of amounts of work needed to meet the delivery periods, and will assist the COTR in responding to internal and external questions on work levels.

G.4.3.3 The District will make final invoice payment upon the COTR's determination that the Contractor has completed all tasks.

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:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Kathy Hatcher, Contracting Officer
District Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event, the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall 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 CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

Name: John P. Thomas
Title: Program Manager
Agency: District Department of Transportation
Urban Forestry Administration
Address: 2000 14th St, NW; 7th Floor
Telephone: 202-671-5133

G.9.3 The COTR shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

G.9.3.4 Authorize the expenditure of funds by the Contractor;

G.9.3.5 Change the period of performance; or

G.9.3.6 Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 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.1.1.1 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.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Contractor shall at all times obtain the prior written approval from the CO 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.4 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.8 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).
- H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
 - H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
 - H.5.3.1 Number of employees needed;
 - H.5.3.2 Number of current employees transferred;
 - H.5.3.3 Number of new job openings created;
 - H.5.3.4 Number of job openings listed with DOES;
 - H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

- H.5.3.6.1 Name;
- H.5.3.6.2 Social Security number;
- H.5.3.6.3 Job title;
- H.5.3.6.4 Hire date;
- H.5.3.6.5 Residence; and
- H.5.3.6.6 Referral source for all new hires.

- H.5.4 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.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - H.5.5.2.1 Material supporting a good faith effort to comply;
 - H.5.5.2.2 Referrals provided by DOES and other referral sources;
 - H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4 Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
 - H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;
 - H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of

compliance pursuant to section H.5.6 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 Fiscal Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, 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.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

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

H.6.1 During the performance of this 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.**

H.7.1 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

H.8 **DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

H.8.1 The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

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

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118,

D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.9.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
 - H.9.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.9.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.9.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.9.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.9.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.9.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.9.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 SUBCONTRACTING PLAN COMPLIANCE

- H.11.1 Reporting.** If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.10.1.1** The dollar amount of the contract or procurement;
- H.10.1.2** A brief description of the goods procured or the services contracted for;
- H.10.1.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.10.1.4** Whether the subcontractors to the contract are currently certified business enterprises;

- H.10.1.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.1.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.1.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.2 Enforcement and Penalties for Breach of Subcontracting Plan

- H.10.2.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.10.2.2** In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.11 WARRANTY

- H.11.1** Care and maintenance of plants shall begin immediately after the installation date of all trees planted during a tree planting season and shall continue for a period of one (1) year.
- H.11.2** The Contractor shall care for all trees planted, performing such watering, cultivating or other work as shall be necessary to keep the trees in a live, healthy and vigorous condition as part of the cost related to tree planting. Watering of plants shall occur no less than twice per month during the warranty period, at a rate of 25 gallons per tree per visit, or as directed by the COTR.
- H.11.3** Trees that die back into the crown beyond normal pruning lines, as determined by the COTR, shall be replaced by the Contractor at no additional cost to the District. Trees that have less than 90% canopy after warranty period shall be deemed dead.
- H.11.4** The COTR and contractor together will conduct the final inspection prior to the expiration of the warranty period. The COTR will accept only trees that are in a healthy and vigorous condition. The contractor shall create a list during the watering cycle of dead, dying or declining trees.

H.11.5 Plants to be replaced shall be replaced the following planting season.

H.11.6 If the Contractor, upon receipt of the written notification, fails to comply within the specified timeframe with the above requirements, the COTR may proceed with the labor, equipment and material required to perform the requested work.

H.11.7 The entire cost of such work shall be deducted from any monies due the Contractor. If monies are not sufficient, the District will make a claim against the Contractor.

H.11.8 The Contractor shall cease to be responsible for any damage caused by vandalism or vehicles, or loss of any materials through theft after the plants are planted and inspected at the end of the planting season. It should be noted, however, that all vandalism does not cause death to the tree.

H.12 LIQUIDATED DAMAGES

H.12.1 For each calendar day that contract work remains incomplete after expiration of the specified delivery period, (All planting must be completed by April 30 of each year.), the contractor shall pay to the District liquidated damages in the sum of \$ 650.00).

H.13 SUPERINTENDENCE

H.13.1 The contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the CO, on the work site at all times during progress, with authority to act for him.

H.14 QUALITY OF PLANT MATERIALS

H.14.1 The contractor shall provide plant material that conforms to size, grade and nomenclature according to the 1990 edition of “American Standard of Nursery Stock”, approved by United States of America Standards Institute and “Standardized Plant Names” and prepared by the Editorial Committee on Horticultural Nomenclature.

H.14.2 All plant materials, unless otherwise specified, must be nursery grown, free from irregularities, typical of the species and variety, well formed, uniformly branched, and have a vigorous root system. They shall be healthy, vigorous plants that are free from defects, decay, sunscald injuries, bark abrasion, plant diseases, insect pest eggs, borers, and all forms of infestations or objectionable disfigurements. Plant materials that are weak or which have been cut back from large grades to meet certain specified requirements will be rejected. All plants shall be freely dug, no healed in plants from cold storage will be permitted. “Pot in Pot” plants may be used with the COTR's approval. Shade trees shall be symmetrically balanced according to their normal habit of growth. All plants must have a single stem form, unless specifically requested as otherwise by the COTR.

H.15 SUBSTITUTIONS

In cases where plant materials are not available at the time of the planting, the Contractor shall submit, in writing to the COTR, evidence from a minimum of three (3) competent sources, proof that specified plants are unavailable. If substitution of plant items are proposed by the Contractor and the COTR and the Contractor can mutually agree on a suitable substitution at the contract unit price or less, the COTR will allow the Contractor to substitute the plant items.

H.16 UTILITY PROTECTIVE ALERT

At least forty-eight (48) hours, but not more than ten (10) days (excluding Saturday, Sunday and holidays) in advance or proceeding with excavation or demolition work necessitated by this contract, the Contractor shall notify the following parties, by telephone, of the impending excavation or demolition and the location thereof.

NAME	TELEPHONE NO.	FACILITIES
“Miss Utility for Wash. Gas Light Co., Verizon Telephone Co., PEPCO, AT&T	800 257-7777	Gas Lines; telephone, electric and communication conduit and cables
DC dDOT	202 787-2443	Water Mains Sewers
GSA	202 727-5667 202 727-5666 202 472-9252	Fire alarm electrical systems Street lighting Inspection Steam piping, steam tunnel and condenser water conduit

*GSA shall be contacted only if excavation work will occur within the following areas:

Northwest

South of H Street
West of First Street
East of Rock Creek Parkway

Southwest

North of D Street
West of Third Street
East of Seventeenth Street

The Contractor shall not proceed with work until utility facilities have been located, located, disconnected or otherwise adjusted by utility facilities have been located, disconnected or otherwise adjusted by utility representatives. Hand digging is required within 18 inches from the nearest point of a natural gas line. DC Government contractors may hand dig a test pit to locate the line. In either case, the Contractor shall use care to avoid damage to all underground facilities. If an underground facility is

damaged, under no circumstances shall a contractor backfill an excavation without first receiving permission from the utility operator whose facility was damaged.

H.17 COOPERATION WITH UTILITY RELOCATION

The following supplements Standard Specification section 105.05:

For any underground utility or vault encountered, the Contractor shall immediately notify the COTR and take necessary measures to protect the utility or vault and maintain its services until relocation by owner is accomplished.

H.18 GOVERNMENT RESPONSIBILITIES

H.18.1 At least thirty (30) days prior to the start date for planting and periodically throughout the contract term, the District will provide the Contractor with a list of planting locations. The list will contain the following information:

H.18.1.1 DC Identification number on the tree:

H.18.1.2 location of tree;

H.18.1.3 type of tree; and

H.18.1.4 caliper

H.18.2 A District inspector will inspect and seal all plant materials at the supplier's site prior to shipping.

H.18.3 A District inspector will inspect and approve for planting all plant materials at project site prior to planting.

H.18.4 A District inspector will inspect each plant that has been planted at the end of the planting season and at least one additional time during the warranty period.

H.18.5 A District inspector will provide the contractor with written notification of the start of the watering cycle with a date.

H.18.6 The District will not provide storage or work areas for the Contractor's trees, materials and equipment, nor will the District provide a dumping area.

H.18.7 The COTR will provide the Contractor with a list of stumps to be removed.

H.18.8 The COTR will provide the contractor with a sample of the Emergency "No Parking" sign at the Contractor's request.

H.19 CONTRACTOR RESPONSIBILITIES

H.19.1 The Contractor shall be fully responsible for obtaining and maintaining work and storage space for the storage of construction equipment, tools, materials and supplies. The Contractor shall be fully responsible for selecting sites, negotiating with property owners and restoring sites to their original condition. The Contractor will not be allowed to use National Park Service property.

H.19.2 The Contractor shall have on the project site a qualified landscape foremen, approved by the COTR, to oversee the delivery, storage, handling and planting of landscape materials and to ensure compliance with plans and specifications. The Contractor shall acquire and maintain a storage facility wherein the plant material can be stored and maintained until the time of installation; this site must be either within the District or within a 25 mile radius of the District. The landscape foremen shall have plans and specifications on hand at the project site at all times.

H.19.3 The contractor shall supply one crew to perform the preparation and planting of all tree locations. The contractor cannot have multiple crews unless granted by the COTR. The crew shall work together from block address to block address and not split up.

H.19.4 The Contractor shall perform all scheduled work between 7:00 a.m. and 3:00 p.m. Monday through Friday.

H.19.5 The Contractor shall deliver all items listed in Section F.3.

H.19.6 The Contractor shall provide all goods and services as specified in Section C: Description/Specifications/Work Statement.

H.20 PROTECTION OF PROPERTY

The cost of any repair necessitated as a result of damage due to negligence in the performance of the contract shall be born by the contractor.

H.21 LICENSES AND PERMITS

Immediately following award, the Contractor shall obtain at its expense any licenses, permits registrations necessary for the performance of this contract.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 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

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer

software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 RESTRICTED RIGHTS LEGEND

(i) Unless the Contractor marked the data, the restricted rights set forth in Section I.5.6 are of no effect with the following legend:

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

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

- I.6.1 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.7 SUBCONTRACTS

- I.7.1 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.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.8.1.1 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.8.1.2 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 per occurrence limits; \$1,000,000 per aggregate limits; and 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.8.1.3 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 per occurrence limits; \$1,000,000 per aggregate limits; and 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 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.8.1.5 Workers' Compensation Insurance.
- I.8.1.5.1 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.8.1.5.2 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.8.1.6 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.8.1.7 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
- I.8.1.7.1 The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- I.8.1.7.2 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.8.2 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.8.4 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 shall be completed and incorporated with the bid. The forms can be found at www.dcbiz.dc.gov under “Procurement Opportunities”. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

I.11 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- I.11.1 An applicable Court Order, if any
- I.11.2 Contract document
- I.11.3 Standard Contract Provisions
- I.11.4 Contract attachments other than the Standard Contract Provisions
- I.11.5 RFP, as amended
- I.11.6 BAFOs (in order of most recent to earliest)
- I.11.7 Proposal

I.12 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 CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: LIST OF ATTACHMENTS

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Approved List of Planting Materials
J.10	Tree Planting Diagram

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, 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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

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.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- B. does not have a proposed debarment pending; and

- C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

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

- A. If authorized by the bidder, resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in section B.2 to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the Contractor's responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. 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 Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. The District 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 Contractor.

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** **Aggregate Award Group:** Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidders must quote unit prices on each item within each group to receive consideration.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit **a signed original and three (3) 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 as specified in Section A.3 in a sealed envelope conspicuously marked: “Bid in Response to Solicitation No. DCKA-2010-B-0219.**
- 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 IFB.
- 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.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on **August 23, 2010** as specified in Section A.9.

L.5 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.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 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 CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 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.6.3 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.6.4 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.6.5 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.7 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.8 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.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than **10** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of bids. The District will furnish responses promptly to all 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 prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Contracting Officer, (District Department of Transportation (DDOT), Office of Contracting and Procurement, 2000 – 14th Street, NW, Washington, D.C. 2009 at (202) 671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, District Department of Transportation (DDOT, 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 CO, District Department of Transportation (DDOT, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 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 ten (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.12 SIGNING OF BIDS

L.12.1 The bidder 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.12.2 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.13 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, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 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, 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.15.3 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.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Kathy Hatcher, Contracting Officer
District Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270

L.18 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its 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** 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 CO 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 CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION OF OPTION YEARS

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

M.2. Preferences for Certified Business Enterprises

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

M.2.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

M.2.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

M.2.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

M.2.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.2.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.2.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.2.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.2.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.2.2 **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 is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.3 **Preferences for Certified Joint Ventures**

When DSLBD 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.2.4 **Verification of Bidder's Certification as a Certified Business Enterprise**

M.2.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.2.4.2 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, NW, Suite 970N
Washington DC 20001

M.2.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.