

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Pruning Services		Page of Pages 1   49		
2. Contract Number		3. Solicitation Number  DCKA-2014-B-0031		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  3/14/2014	
				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 55 M Street, S.E. Washington, D.C. 20003 141+A11				8. Address Offer to: District Department of Transportation Office of Contracting and Procurement 55 M Street, S.E., 4th Floor, Bid Room Washington, D.C. 20003			
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>55 M Street, S.E., 4th Floor, Bid Room</u> until <u>2:00 p.m.</u> local time <u>1-Apr-14</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 <a href="mailto:deborah.bryant@dc.gov">deborah.bryant@dc.gov</a>	
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	33
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	9	X	J	List of Attachments	40
x	D	Packaging and Marking	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	17			Representations, certifications and other statements of offerors	41
X	F	Deliveries or Performance	18	X	K		
X	G	Contract Administration Data	19	X	L	Instructions, conditions & notices to offerors	42
X	H	Special Contract Requirements	25	X	M	Evaluation factors for award	48
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	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 <input type="checkbox"/>		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Courtney B. Lattimore			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



Government of the District of Columbia



Office of Contracting & Procurement

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

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

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

**B.1.2** It is the District's intent to award contracts up to four (4) separate contracts. Each award shall be considered a separate contract for the purposes of **Section C.3** (Requirements).

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

**B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Method of Payment Clause, G.4. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the minimum or maximum quantity of the items set forth in Section B.4.

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

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

Pruning Services

**B.3 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
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

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Vendor's Name

Pruning Services

**B.4 PRICE SCHEDULE**

**B.4.1 BASE PERIOD**

Contract Line Item No. (CLIN)	Item Description	Price Per Each	Qty. Min.	Minimum Total Price	Price Per Each	Qty Max	Maximum Total Price
CLIN 0001	Tree 0" to 6" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 0002	Tree 6.1" to 12" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 0003	Tree 12.1" to 18.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 0004	Tree 18.1" to 24.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 0005	Tree 24.1" to 30.0" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 0006	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	\$ _____	150	\$ _____
CLIN 0007	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 0008	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 0009	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 0010	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 0011	Vegetative Clearance – Linear Yard	\$ _____	1	\$ _____	\$ _____	100	\$ _____
<b>Grand Total for B.3.1</b>				\$ _____			\$ _____

Pruning Services

**B.4.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Qty. Min.</b>	<b>Minimum Total Price</b>	<b>Price Per Each</b>	<b>Qty Max</b>	<b>Maximum Total Price</b>
CLIN 1001	Tree 0" to 6" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 1002	Tree 6.1" to 12" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 1003	Tree 12.1" to 18.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 1004	Tree 18.1" to 24.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 1005	Tree 24.1" to 30.0" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 1006	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	\$ _____	150	\$ _____
CLIN 1007	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 1008	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 1009	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 1010	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 1011	Vegetative Clearance – Linear Yard	\$ _____	1	\$ _____	\$ _____	100	\$ _____
<b>Grand Total for B.3.2</b>				\$ _____			\$ _____

Pruning Services

**B.4.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Qty. Min.</b>	<b>Minimum Total Price</b>	<b>Price Per Each</b>	<b>Qty Max</b>	<b>Maximum Total Price</b>
CLIN 2001	Tree 0" to 6" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 2002	Tree 6.1" to 12" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 2003	Tree 12.1" to 18.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 2004	Tree 18.1" to 24.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 2005	Tree 24.1" to 30.0" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 2006	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	\$ _____	150	\$ _____
CLIN 2007	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 2008	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 2009	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 2010	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 2011	Vegetative Clearance – Linear Yard	\$ _____	1	\$ _____	\$ _____	100	\$ _____
<b>Grand Total for B.3.3</b>				\$ _____			\$ _____

Pruning Services

**B.4.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Qty. Min.</b>	<b>Minimum Total Price</b>	<b>Price Per Each</b>	<b>Qty Max</b>	<b>Maximum Total Price</b>
CLIN 3001	Tree 0" to 6" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 3002	Tree 6.1" to 12" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 3003	Tree 12.1" to 18.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 3004	Tree 18.1" to 24.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 3005	Tree 24.1" to 30.0" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 3006	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	\$ _____	150	\$ _____
CLIN 3007	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 3008	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 3009	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 3010	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 3011	Vegetative Clearance – Linear Yard	\$ _____	1	\$ _____	\$ _____	100	\$ _____
<b>Grand Total for B.3.4</b>				\$ _____			\$ _____

Pruning Services

**B.4.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Each</b>	<b>Qty. Min.</b>	<b>Minimum Total Price</b>	<b>Price Per Each</b>	<b>Qty Max</b>	<b>Maximum Total Price</b>
CLIN 4001	Tree 0" to 6" in diameter	\$ _____	1	\$ _____	\$ _____	200	\$ _____
CLIN 4002	Tree 6.1" to 12" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 4003	Tree 12.1" to 18.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 4004	Tree 18.1" to 24.0" in diameter	\$ _____	1	\$ _____	\$ _____	225	\$ _____
CLIN 4005	Tree 24.1" to 30.0" in diameter	\$ _____	1	\$ _____	\$ _____	120	\$ _____
CLIN 4006	Tree 30.1" to 36.0" in diameter	\$ _____	1	\$ _____	\$ _____	150	\$ _____
CLIN 4007	Tree 36.1" to 42.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 4008	Tree 42.1" to 48.0" in diameter	\$ _____	1	\$ _____	\$ _____	100	\$ _____
CLIN 4009	Tree 48.1" to 54.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 4010	Tree 54.1" to 60.0" in diameter	\$ _____	1	\$ _____	\$ _____	75	\$ _____
CLIN 4011	Vegetative Clearance – Linear Yard	\$ _____	1	\$ _____	\$ _____	100	\$ _____
<b>Grand Total for B.3.5</b>				\$ _____			\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

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

**C.1.1 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	Government	Standard Specifications for Highways and Structures, Division 100, General Requirements Sections, Section 102, Bidding Requirements, Section 103, Standard Contract Provisions, Article 17, Section F, Site Maintenance; Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls; Section 107.07, Barricades and Warning Signs; and Section 107.10, Protection and Restoration of Property and Landscape	Revised 2013
3	Government	Standard Specifications for Highways and Structures, Division 600, Incidental Construction, Section 608.01, Remove Tree and/or Stump; Section 608.04, Pruning; and Section 612, Traffic Control.	Revised 2013
4	U.S. Department of Labor Wage Determination	No. 2005-2103, Revision No. 13	June 19, 2013
5	Standards	American National Standard Institute (ANSI) A300	Latest Version

## Pruning Services

6	Standards	ANSI A300 Part 1 Companion Publication: Best Management Practices – Tree Pruning	Latest Version
7	Standards	Occupational Safety and Health Association's Safety Standards	Latest Version
8	Standards	International Society of Arborist Association for Safe Tree Removal	Latest Version
9	Standards	ANSI Z 133.1 Standard for Tree Care Operations	Latest Version
10	Standards	29 CFR 1910.331-335	Latest Version
11	Standards	29 CFR 1910.268	Latest Version
12	Standards	29 CFR 1920.269	Latest Version

### C.1.2 DEFINITIONS

- C.1.2.1 Objectionable Limbs include limbs less than 10' above structures (where achievable without harming the tree), blocking traffic control devices, limbs interfering with the cone of light from streetlights. Traffic control devices shall include stop signs, stop lights, or any device that is intended to control traffic or alert public to danger.
- C.1.2.2 Three Point Cutting Method - The first cut is the undercut about 1-2 feet from the crotch followed by the top cut an inch or two further out than the under cut. The final cut of the stub is just outside the collar of the living tissue. In all cases, the finished cut shall leave the branch collar fully intact. The use of chain saws shall be limited to tree limbs greater than 2". Hand saws and hand pruners shall be use for all limbs less than 2" and trees less than 5" in DBH. DBH is the measurement made at 4.5. All limbs greater than 3" shall be lowered to the ground following ISA (International Society of Arboriculture) rigging best management practices.
- C.1.2.3 Crown Cleaning – The selective removal of dead, dying, diseased, broken, objectionable, crowded, weakly attached and/or low-vigor branches from the crown of a tree.
- C.1.2.4 Crown Thinning - includes crown cleaning as well as selective removal of branches to increase light penetration and air movement. Thinning is intended to open the foliage of a tree, reduce the weight loading of certain sections, and encourage the most appropriate growth habit. Crown thinning shall not exceed the removal of twenty percent (20%) of the live crown.

Crown thinning and crown reduction will be determined by the CA on a case by case basis. In most cases, crown cleaning will resolve the majority of crown issues and selected removal of objectionable limbs.

## Pruning Services

C.1.2.5 Crown Reduction reduces the size of the tree by cutting selective limbs at their point of origin or laterals capable of sustaining the remaining limb. Crown reduction shall not exceed the removal of twenty percent (20%) of the live crown. Crown reduction is done only when appropriate to the species and location, and at the specific direction of the CA or his designee

C.1.2.6 DBH – A measurement of the tree trunk’s diameter, taken at a height of four and one-half feet above grade.

C.1.2.7 Elevation Pruning – The removal of the branches below 15 feet over the road and 10 feet over the sidewalk.

If ever any of the above definitions are in conflict with the latest version of ANSI A300, or the companion Best Management Practices publication Tree Pruning, the ANSI/Best Management Practices publication shall prevail.

C.1.2.8 Smartphone - understood as a mobile telecommunications device with an iOS or Android operating system, and be furnished with a mobile data cellular connection for field use.

C.1.2.9 Clearance of vegetation, where vegetation has encroached upon public space. Clearance shall consist of cutting vegetation with a caliper of less than 6” to the ground, clearing overgrowth such as shrubs, grasses, bamboo, etc, and generally clearing objectionable vegetation back from forest edges in accordance with those clearances outlined in **Section C.3.6.1** below. The measure of payment shall be based on a linear yard, and shall provide a depth of clearance no less than five (5’) back from the edge, creating a swath of clearance along the linear yard unit, as identified by the CA or his/her designee.

## C.2 BACKGROUND

C.2.1 There is a great diversity of vegetation in the District of Columbia including conifer, broadleaf evergreen, and deciduous species. For each species, there exists substantial variation in age, size, condition, and structure of individual trees. This species diversity and tree variability creates challenges with regard to tree care practices, and in particular for pruning. Pruning needs can vary substantially depending on these factors: some trees will need little or no pruning, while others will need substantial pruning. In addition, some trees need to be pruned to improve structure and reduce the risk of failure, while others need parts removed to maintain and/or improve plant health. Certain work orders will be performed working from a bucket truck, while others will require actual tree climbing to reach throughout the tree’s crown; still other jobs will be best approached from the ground. To ensure that pruning is appropriate for the species and individual tree growth characteristics, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

## Pruning Services

- C.2.2.1 Improve structural strength and reduce failure potential;
- C.2.2.2 improve tree health (removal of dead branches and management of pests);
- C.2.2.3 improve aesthetic characteristics;
- C.2.2.4 provide clearance for pedestrians, vehicles, and structures;
- C.2.2.5 improve safety and security for residents and visitors;
- C.2.2.6 repair tree damage;
- C.2.2.7 reduce maintenance costs (i.e., when applied to young trees); and
- C.2.2.8 influence flowering and fruiting of some species.

### **C.3 REQUIREMENTS**

- C.3.1** The contractor shall be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation necessary to prune street line trees located at various sites throughout the District. The contractor shall perform all work in accordance the applicable documents listed in Section C.1.1. The location of the trees will be issued as work orders throughout the life of the contract by the Contract Administrator (CA) or his designee.
  
- C.3.2** The contractor shall be responsible for providing a full crew to perform services as stated in this contract. Each group award shall be considered a separate contract for the purposes of the requirements set forth throughout Section C.3. A full crew is defined as a three (3) man crew to include a tree pruning foreman, who has extensive experience working from an aerial bucket truck, as a tree climber working from ropes set in the tree, as well as from the ground, as required by each job, two (2) ground staff, one (1) aerial bucket truck with a minimum working height of sixty-five (65) vertical feet and an enclosed body capable of receiving and transporting wood chips, one (1) wood chipper, and one (1) smartphone, as well as all saws, ladders, rakes, brooms, and other tools that shall be required to successfully deliver pruning services. The contractor shall be responsible for obtaining additional heavy equipment as necessary to perform pruning services that require equipment additional to that listed immediately above. The contractor shall prepare all traffic control plans in accordance with Sections 104.02, Maintenance of Traffic, (A) Traffic Flow Restrictions, (B) Traffic Control Plan and (C) Traffic Controls, of the Standard Specifications for Highways and Structures, 2005, Revised 2007. The contractor shall provide an International Society of Arborists to provide supervision and oversight to the crew regarding the correct application of pruning methods.
  
- C.3.3** The contractor shall dispose of all trees at a legally licensed landfill facility and furnish proof that the disposal facility is a legally licensed landfill facility at the CA's request.
  
- C.3.4** The contractor shall measure the diameter breast height (DBH) of trees by DBH at 4.5 feet above ground level. Tree sizes range from 0" to 60" in accordance with Section 608.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, Revised 2013.
  
- C.3.5** The contractor shall not use spikes on any tree being pruned.

## Pruning Services

- C.3.6** The contractor's work shall consist of the following and be performed in accordance with Section 608.01, Remove Tree and/or Stump, of the Standard Specifications for Highways and Structures, Revised 2013:
- C.3.6.1 Elevation pruning includes the removal of the branches below 15 feet over the road and 10 feet over the sidewalk;
  - C.3.6.2 Crown cleaning includes the selective removal of dead, diseased, broken, objectionable or weakly attached branches;
  - C.3.6.3 Crown thinning, only at the explicit direction of the CA or his/her designee;
  - C.3.6.4 Crown reduction, only at the explicit direction of the CA or his/her designee;
  - C.3.6.5 The contractor shall remove all deadwood greater than ½" shall be removed from the interior of the tree crown as well as at the tips;
  - C.3.6.6 Subordination pruning, only at the explicit direction of the CA or his/her designee; the contractor shall selectively prune in a manner that trees which are developing more than one (1) dominant leader promotes a single dominant leader by subordinating the other competitive branches. In selecting the dominant leader, the contractor shall consider the tree's form, health and structure. All subordination pruning shall be intended to correct and/or prevent the establishment of more than a single dominant leader, and prevent individual branches from growing larger than half the trunk diameter. The contractor shall consult with the CA to determine which co-dominant lead to preserve in all trees greater than 6.1" in DBH;
  - C.3.6.7 The contractor shall conduct an elevation pruning and crown cleaning as the standard form of pruning;
  - C.3.6.8 The contractor shall use for all cuts over 3" in diameter the three point method;
  - C.3.6.9 The contractor shall lower all branches greater than 3" to the ground using ropes; and
  - C.3.6.10 The contractor shall chip all brush and debris on site. The contractor shall not leave debris in the public space after the tree has been pruned. The contractor shall blow off all debris from the sidewalk and area around the tree.
- C.3.7** The contractor shall obtain "Emergency No Parking" signs through DDOT's Transportation Online Permitting System (TOPS), and post "Emergency No Parking" signs after the locations are provided by the CA, in accordance with DDOT Standards. Any change of location or work dates during the 72 hour period must be made by the close of business the day the work was intended. Changes require another 72 hour posting period or removal of the signs and reposting to

## Pruning Services

take place at a later date in accordance with the latest version of Section 107.07, Barricades and Warning Signs, of the Standard Specifications for Highways and Structures.

**C.3.8** The contractor shall leave the site safe and shall clear the public right of way for pedestrians and vehicles to travel.

**C.3.9** The contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition. The contractor shall take care to protect public and private property such as sidewalks, fence, retaining walls, other trees, shrubs and automobiles.

**C.3.10** The contractor shall notify the CA, in writing, of all damage to private or public space by the close of business of the day of the event with a description of what happened and photos of the incident.

**C.3.11** The contractor shall coordinate with the appropriate utility authority before proceeding with pruning services, as required.

The contractor shall provide a report that details those locations where service was delivered since the previous completion report. These reports shall occur no less frequently than on a weekly basis. DDOT may at some time through the life of the contract require the contractor to report work order completion directly from the field using smartphones interfacing with work management systems provided by DDOT.

### **C.4 Tree Pruning in PEPCO Wires:**

Contractor shall remove all parts of tree to include top, trunk and stump with its own staff that is line clearance qualified. The contractor shall abide by all safety rules or requirements and municipal regulations and standards including the latest revision of the ANSI Z133.1 Standard for Tree Care Operations, 29 CFR 1910.331-335, 29 CFR1910.268, or 29 CFR1910.269. All brush and debris created by PEPCO's work on a street tree that Pepco performs for their or UFA's purpose shall be removed by the contractor.

### **C.5 UTILITY PROTECTIVE ALERT**

<b><u>NAME</u></b>	<b><u>TELEPHONE NO.</u></b>	<b><u>FACILITIES</u></b>
"Miss Utility" for Wash, Gas Light Co., Verizon, PEPCO, AT&T	1-800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	202-698-3600 1-800-257-7777	Water mains and Sewers

## Pruning Services

D.C. DPW	202-698-3600	Fire Alarm electrical systems
	202-698-3605	Street lighting inspection
	202-671-2610	Traffic signal systems
GSA*	202-708-4895	Steam piping
	202-690-9720	Steam tunnel and condenser water conduit

- C.6** After all work is completed at any location, the contractor shall restore the work area and clean up all debris generated by the work in accordance with the Standard Contract Provision, Article 17, Section F, Site Maintenance, of the Standards Specifications for Highways and Structures, 2005, Revised 2007.
- C.7** The contractor shall submit daily reports of all work performed in conformance with the specifications outlined in **Section C.3** above, and shall include work order ID number, tree id number, date serviced & work location.
- C.7.1** All trees assigned for pruning must be pruned within the delivery period established by the work order.
- C.7.2** Upon being assigned a new work list of pruning work orders, the contractor has 30 days to complete all the work. Assignment of additional pruning work order lists shall be contingent on contractor's ability to deliver pruning services within this 30 day time frame. The contractor must complete all work within 30 days, or risks not receiving additional work lists.
- C.7.3** The contractor shall submit with monthly invoices all bills, receipts and documentation related to costs for dumping the debris generated by the work in this contract.

Pruning Services

**SECTION D: PACKAGING AND MARKING**

Not Applicable.

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

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

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

- E.2** Each tree assigned for pruning will be pre-inspected by a UFA arborist. A UFA arborist will inspect after the contractor reports that the tree was pruned. UFA arborist will close the work after verifying the tree was pruned. If the work order has not been fully completed, e.g. debris or materials are left at the location, the CA will notify the contractor, in writing, to complete the work order as part of the original call at no additional charge to UFA..

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

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

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

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

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

**F.2.3** The price for the option period shall be as specified in Section B.4 of the contract.

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

**F.3 DELIVERABLES**

<b>SOW Reference</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.7</b>	<b>Work Order</b>	<b>Email</b>	<b>Daily</b>	<b>CA</b>
<b>C.7.2</b>	<b>New Work Orders</b>	<b>Email</b>	<b>30 Days</b>	<b>CA</b>

**F.3.1** The contractor shall submit, to the District of Columbia as a deliverable, any reports that are required pursuant to H.3 of the 51% District Resident New Hires Requirements and First Source Employment Agreement. If the report is not submitted as part of the deliverables, final payment to the Contractor may not be paid.

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

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

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

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

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

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

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

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

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

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

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

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

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer as outlined in C.7.3;

**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;

## Pruning Services

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

**G.2.2.8** Authorized signature.

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

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

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

### **G.4 METHOD OF PAYMENT**

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

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

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

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

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

## Pruning Services

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

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

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

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

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

#### **G.6.2 Payments to Subcontractors**

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

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

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

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

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

## Pruning Services

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.6.3 Subcontract requirements**

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

*Courtney B. Lattimore, Contracting Officer  
Office of Contracting & Procurement  
District Department of Transportation  
55 M Street, S.E.  
Washington, D.C. 20003  
202-671-2270*

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

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

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

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

Pruning Services

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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 prices and costs are consistent with the contractual 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 CA is:

*Name: John P. Thomas*  
*Title: Administrator*  
*Agency: District Department of Transportation*  
*Address 55 M Street, S.E.*  
*Washington, D.C. 20003*  
*Telephone: 202-671-1490*

**G.9.3** The CA 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;

## Pruning Services

- 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**

The Contractor shall be bound by the Wage Determination No. (No. 2005-2103, Revision No. 13 dated June 19, 2013 issued by the U.S. Department of Labor as of the date of the issuance of this IFB), dated June 19, 2013, 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 exercise 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**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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

## Pruning Services

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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

**H.5.2** The contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), 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 First Source Register; and

**H.5.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The contractor agrees that at least 51% of the new employees hired to perform this contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** With the submission of the contractor's final request for payment from the District, the Contractor shall:

**H.5.6.1** Document in a report to the CO its compliance with its Employment Agreement; or

## Pruning Services

- H.5.6.2** Submit a request to the CO for a waiver of compliance with its Employment Agreement, which must include the following documentation:
- (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources; and
  - (c) Advertisement of job openings listed with DOES and other referral sources.
- H.5.7** The CO may waive the provisions of its Employment Agreement if the CO finds that:
- H.5.7.1** DOES has certified that the contractor has demonstrated a good faith effort to comply;
- H.5.7.2**
- (a) The Contractor is located outside 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;
  - (b) None of the contract work was performed inside the Washington Standard Metropolitan Statistical Area;
  - (c) The contractor published each job opening or part-time work needed for seven (7) calendar days in a District newspaper of city-wide circulation; and
  - (d) DOES certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have the means to travel to the onsite job; or
- H.5.7.3** The Contractor enters into a special workforce development training or placement arrangement with DOES.
- H.5.8** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.9** If the contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the contractor fails to meet its hiring requirements.
- H.5.10** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

## Pruning Services

**H.5.11** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 Disputes**.

**H.5.12** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

### **H.6 PROTECTION OF PROPERTY**

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

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

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

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

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

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

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

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

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

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

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or

## Pruning Services

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));

## Pruning Services

**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 REQUIREMENTS**

### **H.10.1 Mandatory Subcontracting Requirements**

**H.10.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.10.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.10.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.10.1.1 and H.10.1.2.

### **H.10.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

## Pruning Services

- H.10.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.10.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> 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.10.3.1** The dollar amount of the contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;

## Pruning Services

- H.10.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.10.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7** 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.10.4** **Subcontractor Standards**
- H.10.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
- H.10.5** **Enforcement and Penalties for Breach of Subcontracting Plan**
- H.10.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.10.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.10.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to 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.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

### **I.5 TIME**

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

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

**I.6.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for

## Pruning Services

example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however,

## Pruning Services

notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

- (i) the data is marked by the Contractor with the following legend:

### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

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

## Pruning Services

without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.7 OTHER CONTRACTORS**

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

## **I.8 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting

## Pruning Services

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall

specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

### **I.9 INSURANCE**

**I.9.1** 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 have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

**I.9.2** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

**I.9.3** 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Pruning Services

- I.9.4**      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.9.5**      Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.9.6**      DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.9.7**      LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.9.8**      CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.9.8**      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.9.9**      NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.9.10**     CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Name:**                      Courtney B. Lattimore  
   Deputy Chief Contracting Officer

**Address:**                    55 M Street, S.E.  
   Washington, D.C. 20003

**Telephone No.:**            202-671-2270

**Email Address:**            courtney.lattimore@dc.gov

## Pruning Services

**I.9.11**      **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.10**      **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.11**      **ORDER OF PRECEDENCE**

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

**I.11.1**      **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:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**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.13**      **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**

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 13, dated 06/19/13 attached
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.5</b>	Way to Work Amendment Act of 2006 - 2014 Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006- 2014 Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.9</b>	The Standard Specifications for Highways and Structures dated 2013. available at <a href="http://www.ddot.dc.gov">www.ddot.dc.gov</a>

Pruning Services

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

Bidder/Offeror Certifications  
available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Required Solicitation Documents"

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

**L.1 METHOD OF AWARD**

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

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

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

**L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2014-B-0031 (as specified in Section A.3).**

**L.2.1.1** Bidders shall include the following completed documents with bid submissions:

**L.2.1.2** Completed Tax Certification Affidavit (See Attachment J.7)

**L.2.1.3** Completed Bidder/Offeror Certification Form (See Attachment J.8)

**L.2.1.4** Completed Certificate of Insurance (See Section I.9)

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

**L.2.3** 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.2.4** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

**L.2.5** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## Pruning Services

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

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

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

Bids must be submitted no later than 2:00 p.m. local time on April 1, 2014.

### **L.6 WITHDRAWAL OR MODIFICATION OF BIDS**

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

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

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

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

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

### **L.7.2 Postmarks**

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

## Pruning Services

### **L.7.3 Late Submissions**

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

### **L.7.4 Late Modifications**

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

### **L.7.5 Late Bids**

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

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

### **DELIVER OR MAIL TO:**

District Department of Transportation  
Office of Contracting and Procurement  
Bid Room  
55 M Street, SE  
4<sup>th</sup> Floor  
Washington, D. C. 20003

## **L.9 ERRORS IN BIDS**

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

## **L.10 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than seven (7) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.11 FAILURE TO SUBMIT BIDS**

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

**L.12 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 North, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

**L.13 ACKNOWLEDGEMENT OF AMENDMENTS**

**L.13.1** The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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 ACKNOWLEDGMENT OF AMENDMENTS**

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

Pruning Services

**L.15 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.16 LEGAL STATUS OF BIDDER**

Each proposal must provide the following information:

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

**L.16.2** A copy of each District of Columbia license, registration or certification that the 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.16.3** 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.17 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

**L.18 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:

**NAME:** Courtney B. Lattimore  
Deputy Chief Contracting Officer  
**ADDRESS:** 55 M Street, S.E.  
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**L.19 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 relevant documentation within five (5) days of the request by the District.

**L.19.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

**SECTION M: EVALUATION FACTORS**

**M.1 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.1.1 Application of Preferences**

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

- M.1.1.1** 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.1.1.2** 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.1.1.3** 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.1.1.4** 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.1.1.5** 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.1.1.6** 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.1.1.7** 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.

## Pruning Services

**M.1.1.8** 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.1.2** 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.1.3** 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.1.4** Verification of Bidder's Certification as a Certified Business Enterprise

**M.1.4.1** 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.1.4.2** 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 4th Street, NW, Suite 970N  
Washington DC 20001

**M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.2** EVALUATION OF OPTION YEARS

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