

SECTION A - SOLICITATION, OFFER, AND AWARD

SOLICITATION, OFFER, AND AWARD			1. Caption: Asset Management of the		Page of Pages		
			District's Street Lighting System		1	74	
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market		
	DCKA-2015-B-0045	<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency			<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside		
7. Issued By:			8. Address Offer to:				
Office of Contracting and Procurement DDOT/ Roads, Highways and Structures 55 M Street, SE, 7th Floor Washington, DC 20003			Office of Contracting and Procurement District Department of Transportation Office of Contracting and Procurement Bid Room 55 M Street, SE, 4th Floor, Washington, DC 20003				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>4</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, SE, 4th Floor</u> until <u>2:00pm</u> (<u>27-Aug-15</u>) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name		B. Telephone		C. E-mail Address		
	Cora Boykin		(Area Code) 202	(Number) 671-2274	(Ext) N/A	cora.boykin@dc.gov	
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input type="checkbox"/> 10 Calendar days % <input type="checkbox"/> 20 Calendar days % <input type="checkbox"/> 30 Calendar days % <input type="checkbox"/> 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		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
 Government of the District of Columbia				Office of Contracting & Procurement			
Sol. First Page Offer Award Form - DCOCP-209-V2206							

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SECTION B - SUPPLIES OR SERVICES AND PRICE

- B.1.** The District of Columbia Department of Transportation (the “District”) is seeking a contractor to provide asset management services in order to maintain and preserve specific lighting assets within the District of Columbia.
- B.2.** The District contemplates award of a firm fixed price contract with Incentives / Disincentives (see Section H.13) for a period of a Two (2) Year Base with One (1) One Option Year. The contract shall include performance measures.
- B.3.** A bidder responding to this solicitation must submit with its bid a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.4. PRICE SCHEDULE

B.4.1. PAY ITEM SCHEDULE CONTRACT LINE ITEMS (CLINs) X001 through X008, Firm Fixed Price – Two (2) Year Base Period with One (1) Year Option Period Term of Contract

Note: Bidders are instructed to bid each CLIN independently. DDOT reserves the right to award, both for base period and option year, any combination of CLINs listed below.

Note: The District will install (via another solicitation) at minimum 5,000 LED fixtures by the end of each contract year. The LED contractor is responsible for the Fixture and Photocell only for two (2) years. The Asset Management Contractor (the Contractor awarded a contract as a result of this solicitation) will still be responsible for the initial outage response to determine whether the LED contractor or the Asset Management contractor is responsible for the outage, and everything else; including but not limited to wire, arm, pole, base, foundation, and conduit. The Bidders shall reflect the maintenance savings in their Bid price for each year.

Note: Maintenance Categories and Maintenance Elements correspond to those contained in Appendix B: Performance Measures. The Maintenance Elements under the Management Maintenance Category have not been broken down by element, but are all included in the Management category line item. The Contractor's prices in this schedule include prices for managing all of the assets covered by this contract and prices for all contractual requirements.

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A. Base Period –Two (2) Years.

CLINS	Maintenance Category	Maintenance Element	Total Price
0001 (See Sections C.6.13 and C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance Knock-Down and Missing Equipment Replacement	
0002 (See Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance Navigation Light Rehabilitation and Maintenance Under deck Light Rehabilitation and Maintenance Pedestrian Bridge Light Rehabilitation and Maintenance	
0003 (See Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance	
0004 (See Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	
0005 (See Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
0006 (See Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
0007 (See Section C.6.20)	Management	All	
0008 (See Section C.6.23)	Radio Tower	Remove Radio Tower Structure	
1 Month Mobilization (CLIN 0001-0008)			
TOTAL FIRM-FIXED PRICE BASE PERIOD			

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B. Option Period - One (1) Year.

CLINS		Maintenance Element	
1001 (See Sections C.6.13 and C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance Knock-Down and Missing Equipment Replacement	
1002 (See Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance Navigation Light Rehabilitation and Maintenance Under deck Light Rehabilitation and Maintenance Pedestrian Bridge Light Rehabilitation and Maintenance	
1003 (See Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance	
1004 (See Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	
1005 (See Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
1006 (See Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
1007 (See Section C.6.20)	Management	All	
TOTAL FIRM-FIXED PRICE OPTION PERIOD			

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE:

The Government of the District of Columbia, Department of Transportation (the "District") is seeking a contractor to provide asset management services in order to maintain and preserve specific lighting assets within the District of Columbia.

C.1.1. The Contractor's personnel will work with the District and will be held accountable to the same standards of behavior (as a minimum), confidentiality, and workmanship as District personnel. All work performed by Contractor's personnel must be in accordance with District and other applicable rules, guidelines, and standards.

C.1.2. There will be a number of techniques for monitoring Contractor performance. The Contractor must keep a daily log of activities underway and completed, which will be reviewed by a DDOT/Transportation Operations Administration (TOA) Contract Administrator (CA) (see Section G.8, below) assigned to oversee the contract. During this contract, the CA will conduct a field review of the assets under the contract, noting their condition and state of repair. Section E.7 of this contract describes these evaluations. Response times for time critical performance standards will be evaluated using the District's on-line database tracking tools.

C.2. APPLICABLE DOCUMENTS

The Contractor's performance shall confirm to the guidelines, specifications and standards outlined in the following table. The Contractor shall follow 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. The following links are provided for information purposes only.

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Number	Title	Date
1	District of Columbia Department of Transportation Standard Specifications for Highways and Structures, 2013 (Gold Book)	Latest Edition (http://ddot.dc.gov/page/standards-and-guidelines)
2	District of Columbia Streetlight Policy and Design Guidelines (Design Manual)	Latest Edition (http://ddot.dc.gov/page/standards-and-guidelines)
3	Occupational Safety and Health Administration standards (29 CFR Parts 1900 -1999)	Latest Edition (http://www.osha.gov/)
4	National Electrical Code (NFPA 70)	Latest Edition (http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=70)
5	DC Electrical Code (DCMR 12 C)	Latest Edition (http://os.dc.gov/os/cwp/view,a,1207,q,639999.asp)
6	Manual on Uniform Traffic Control Devices (MUTCD)	Latest Edition (http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)
7	Work Area Traffic Control Manual (Work Zone Safety)	Latest Edition (Included in MUTCD)
8	213 Excavations and Restorations (Utility Lines)	Latest Edition (Gold Book)

C.3. Definitions

C.3.1. The Contractor shall refer to section 101.03 of the Standard Specifications for Highways and Structures for definitions of common terms.

C.3.2. As used in this contract, the terms "Mayor," "Contract Appeals Board," and "District" or "City" shall mean the Mayor of the District of Columbia, the Contract Appeals Board of the District of Columbia and the Government of the District of Columbia, respectively. The term "DDOT/TOA" shall mean the District of Columbia Department of Transportation/Transportation Operations Administration.

C.3.3. In addition, the following terms shall have the following meanings:

A. *10 Consecutive Lights.* The term shall mean the first 10 lights encountered (both sides of the road) from a randomly selected starting point and moving in a randomly selected direction. Twin lights (2 lights on one pole) will count as two separate lights.

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- B. ***10 Consecutive Poles.*** The term shall mean the first 10 light poles encountered (both sides of the road) from a randomly selected starting point and moving in a randomly selected direction.
- C. ***Access Holes.*** Pole, T-base or wall openings for electrical wire pulling and splicing.
- D. ***Assets.*** The term shall mean those elements of the lighting facilities covered by the contract resulting from this solicitation. Assets shall include all DC-maintained lighting assets within the right-of-way unless specifically excluded from the contract. Assets maintained by non-DC agencies are not considered part of the project excepting those assets damaged while maintaining the DC-maintained assets.
- E. ***Asset Management Services.*** The term shall mean the services to be performed by the Contractor as described in this Contract, including all work, labor, materials, services, and equipment necessary to meet the requirements of the outcome and performance standards, regardless of whether such work is generally considered to constitute ordinary, preventive, or replacement maintenance.
- F. ***Broken or Missing Globe.*** A transparent light covering that in whole or in part is cracked, not present, or otherwise not intact.
- G. ***Claim.*** The term shall mean any and all claims, disputes, disagreements, causes of action, demands, or suits arising from the contract.
- H. ***Combination Pole.*** A pole that has both traffic signal and lighting equipment.
- I. ***Day.*** Days are calendar days, not work days.
- J. ***Day-Burner.*** A light that is on during the daytime.
- K. ***Dim Light Due to Ballast.*** A light that is on, but that is not producing its manufacturer-defined output.
- L. ***Elephant Ears.*** Decorative covers that cover the bolts that hold the pole to the base.
- M. ***Knockdown.*** An on-record pole, arm, fixture or overhead wire that is on the ground, in danger of falling, or leaning enough to pose a danger to public safety.

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- N. *Laws, Regulations, and Ordinances.*** The term shall mean all applicable laws, codes, rules, ordinances, restrictions, and regulations of the federal, regional, District or any government agency and judicial or administrative orders which affect the design, construction, operation, or maintenance of the transportation facilities including without limitation those relating to fire, safety, land use, employee health, labor, environmental protection, seismic design, conservation, traffic control, parking, handicapped parking, zoning and building, as they may be amended or supplemented from time to time.
- O. *Leaning Pole.*** A pole that is not visibly vertical.
- P. *Level of Service.*** One of the 5 conditions or performance levels specified (in Appendix B) for each performance measure.
- Q. *Made Safe.*** This term applies to emergency response to time-critical issues such as pole knockdowns. It describes a state where the public has been barricaded away from the remains of the pole, arm, fixture and foundation, or the pole, arm and fixture have been completely removed from the scene. The travel lanes are open, and the power cable has been insulated or otherwise de-energized for public safety.
- R. *Missing Equipment.*** DDOT records show the existence of a pole, arm, fixture, or overhead wire that is in service at the location, but the equipment is not currently present in the field.
- S. *No-Current or No-Current Light Outage.*** There is no electrical current at the pole base.
- T. *Non-Functioning Light.*** A light that is off, is switching back and forth between on and off, is dim, or has its globe or fixture broken, missing or leaning.
- U. *Noted Deficiency.*** An instance where project personnel, DC Government personnel, or DC residents observe and report an asset or group of assets, the condition of which does not meet the performance standards. The time of a noted deficiency is the time of initial reporting to the Contractor, not the time of investigation.
- V. *Performance Measure.*** Is a set of five outcome-based defined levels of service that project personnel (both DDOT/TOA and Contractor) use to measure the success of the performance-based contract. The 4th or “Good” level of service is the performance standard.

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- W. **Performance Standard.** The performance standard is the minimum acceptable condition or response time for each asset /set of assets / time critical item covered by the performance measure. The performance standard is the “4” or “Good” Level of Service (see Appendix B) for each Performance Measure.
- X. **T-Base.** Metal structure that attaches the pole to the foundation and houses wires and transformer.
- Y. **Time Critical.** A time critical issue is one that requires a response within a contractually specified time. Appendix B includes the time-critical performance measures, and specifies the response times. For example, performance measure #2 is a time critical performance measure. A time critical performance standard is the minimum acceptable response time (defined as the “4” or “Good” Level of Service -see Appendix B) for a time critical issue covered by a time critical performance measure.
- Z. **MMS.** Maintenance Management System – Internet-based computerized information system for logging in citizen streetlight repair requests. MMS is maintained and monitored by the CA Street Lighting Branch.
- AA. **CLIN.** Contract Line Item. The first digit of a CLIN number indicates the applicable contract year (CLINX00X indicates the base period).

C.4. BACKGROUND REQUIREMENTS

- C.4.1. The Contractor shall also perform, but not be limited to the following activities for all CLIN items:
 - A. Proactive identification of lighting assets requiring maintenance (Patrolling);
 - B. Investigation and problem identification for light outages and customer complaints;
 - C. Installation, removal and relocation of wood, metal and fiberglass streetlight poles;
 - D. Installation, repair, removal and relocation of streetlight pole foundations;
 - E. Installation, removal and relocation of cables and streetlight equipment, including the transfer of equipment located on wood poles owned by other utility companies;
 - F. Pick up and make safe District owned streetlight poles, conductors and lighting equipment when directed;
 - G. Cleaning of existing District-owned manholes;
 - H. Rodding and cleaning of ducts as directed;
 - I. Installation, abandonment and repair of District owned conduits;

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- J. Installation, relocation, abandonment, repair and removal if necessary of low-voltage cables (120/240 volt), both in conduit, direct buried and overhead;
- K. Installation, relocation and removal of streetlight fixtures, luminaires and conversion kits;
- L. Respond to, remove and make safe knocked down streetlight poles;
- M. Temporary and permanent repair of cuts to sidewalks, roadways, and restoration of tree space damaged by work under this contract;
- N. Tree trimming for streetlight illumination and power line clearance;
- O. Coordinate the removal and installation of streetlights with the CA-202-671-1351;
- P. Install new feeder cables into PEPCO's facilities under PEPCO's supervision and inspection;
- Q. Repair of "day-burner" lights;
- R. Replace manhole frame and cover if damaged;
- S. Frame and cover of manhole raised or lowered as needed with associated pavement patching around the raised/lowered manhole;
- T. Repair/replacement of luminaire and ballast;
- U. Replace "elephant ears" (cover the bolt that attaches the pole to the base);
- V. Installation and removal of internal and external fixture shield;
- W. Installation, removal, repair, relocation of Asset Tags;
- X. Proactive installation and replacement of missing or not secure base doors or access covers; and
- Y. Detection of Stray Voltage while maintenance and repairs, are going on and during the condition assessment.

C.5. REQUIREMENTS

C.5.1. Through this contract, the Contractor shall assume the responsibility for managing lighting assets along all of DDOT's alleys, streets (including streetlights on traffic signal combination poles), highways, pedestrian/bike bridges and trails, hi-mast, underpasses, tunnels, bridges (including underdeck and navigation lights), overhead guide signs, and special lights, such as radio tower lights, Welcome to Washington signs and China Town Lights, and other assets including manholes and hand holes. The South Capitol Bridge electrical system management is in the scope. **Everything from the PEPCO power source out is included.** All electrical components such as panels and junction boxes that contain equipment and materials covered by this contract are under the Contractor's responsibility, regardless of the types of equipment and materials occupied or used. For instances where equipment or materials are not covered by this contract, the Contractor shall remove, make safe, and report to the CA within 24 hrs but shall make no attempt to reconnect such equipment. The activities required under this contract include:

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- A. Regularly monitoring, recording, and reporting the condition of all lighting assets within the covered system and informing the District of that condition;
 - B. Repairing, rehabilitating, and maintaining the lighting assets, as defined in this contract, within the covered system;
 - C. Ensuring that the District is notified immediately of all reconstruction needs for which the Contractor is not responsible under this contract;
 - D. Regularly monitoring the condition of, exercising, repairing and maintaining the electrical control systems for the Douglass Bridge; and
 - E. Providing data to the District on a regular basis.
- C.5.2.** The Contractor must supply all of the labor, materials, and equipment necessary to perform all tasks and meet the performance standard “Good” or level “4” as set forth in Appendix B. The performance standards are the acceptable level of service for each of the performance measures provided in Appendix B, and are defined as “Good” or “4” level for each performance measure. Labor, materials and equipment supplied must meet the standards of the Titles listed under Section C.2.
- C.5.3.** It is the intent of the District to have all of the covered assets (and sets of assets where a performance measure relates to a group of assets) on all of the alley, street, highway, underpass and bridge and sign segments meeting or exceeding the performance standards, Appendix B. Therefore, the Contractor shall maintain the assets covered under this contract at or above the performance standards specified in Appendix B. Failure to do so can result in liquidated damages, (see Section I.12.) holding of retainage (see Section G.4), withholding of the final invoice payment (see Section G.3), or termination of part or all of the contract through default (see Attachment J.1.1 & Section H.8).
- C.5.4.** Although the District has attempted to quantify the lighting assets covered by the contract, it is the Contractor’s responsibility to conduct its own assessment of the assets within the described scope of work, and independently evaluate the condition of those assets, and verify actual quantities. With the exception of noted exclusions, the contract will include all assets falling under the maintenance categories that this contract defines and within the project limits that this contract defines, whether or not they are specifically or properly enumerated in this contract. Moreover, because the lighting system is dynamic, the condition of assets will change over time. The Contractor shall note that any asset condition descriptions that this contract provides may not reflect the actual condition of the asset at the time this contract is published or at the time the contract is awarded.
- C.5.5.** The CA will monitor the Contractor’s work to ensure compliance with the contract and to ensure that all work conforms to performance standards contained in the contract (see Appendix B). Subject to CA oversight, the Contractor is free

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to choose the most effective and efficient techniques for meeting those performance standards. Materials must meet DDOT/TOA standards.

- C.5.6.** The Contractor must exhibit a “safety first” approach to performance of this contract, placing the highest priority on tasks that have a potentially imminent and deleterious effect on public safety. Section C.8 describes the Emergency Response requirements, and DDOT/TOA will monitor Contractor response using the daily, monthly, Sections E.6, 7 and 8 and the time-critical performance standards (see Time Critical definition in Section C.3.3).
- C.5.7.** The latest-released version of each specification listed in section C.2 shall apply. The Contractor is responsible for determining and obtaining the correct version of any documents specified herein, or referenced in the documents listed that is not furnished in accordance with Section J as an attachment or appendix to this contract.
- C.5.8.** The Contractor also shall ensure coordination with other right-of-way owners, utilities, and others that may be affected by the Contractor’s work, including railroad companies, PEPCO, and the Washington Metropolitan Area Transit Authority (WMATA). The Contractor shall enter into agreements directly with these organizations for entry of the Contractor’s personnel upon these rights-of-way and take any special measures that may be necessary to ensure public safety. In the event that the Contractor enters into such agreements, the Contractor agrees that it is not entering into these agreements as an agent of the District.
- C.5.9.** The Contractor shall be observant of what is happening in and around the District of Columbia’s roads and right-of-ways, and report repair or action needs outside of the scope of the contract to the CA so that the CA can make arrangements to address the situation.
- C.5.10.** The Contractor shall be aware that there can be significant lead times for securing some lighting material supplies and that they are entirely responsible for procuring materials sufficient to meet the requirements of this Contract.
- C.5.11.** The Contractor shall note that the Headings set forth in Section C.6 are for convenience only and that any requirement set forth in Section C.6 shall be interchangeable with any Heading within Section C.6.

C.6. SPECIFIC REQUIREMENTS:

- C.6.1.** The Contractor shall note that this is a performance-based asset management contract and not just a maintenance and repair contract. As such, the Contractor must monitor the condition of the lighting assets within the covered roadway system, provide the District with information regarding that condition and, where required under this contract, perform maintenance, repair, replacement, and

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rehabilitation work, as appropriate. The Contractor shall also notify the CA when repairs on assets outside of this contract are required.

- C.6.2.** DDOT/TOA will assess the assets covered under this scope of work to determine whether they meet the minimum performance standard “4” set forth in Appendix B. These performance standards are derived from field experiences and reflect the minimum acceptable maintenance condition for each performance measure.
- C.6.3.** The Contractor shall perform all work under this contract so that it meets or exceeds the standards contained in the District of Columbia Department of Transportation Standard Specifications for Highways and Structures (latest edition) and the District’s Standard Design Manual, where applicable.
- C.6.4.** The Contractor shall, where feasible, use HITEC (a service center of the Civil Engineering Research Foundation (CERF)) for assistance on products, materials, services, equipment, and other potential innovations.
- C.6.5.** For any assets or asset groups that project personnel (Contractor or DDOT/TOA) identify as not meeting the performance standards and which do not have a specified time for repair in Appendix B, the Contractor shall repair them within 15 days of the noted deficiency during year one of the contract.
- C.6.6.** Material specifications are provided in Appendix G.
- C.6.7.** The contractor shall rehabilitate and maintain the lights on the National Highway System (NHS) Surface Transportation Plan (STP), and Local Streets under CLINS X001, X002, X003, X004, X005, X006, and X007. The Contractor shall maintain the street and highway lights, bridge lights, navigation lights, and overhead guide sign lights on the NHS throughout the contract term and any extensions to the basic contract term. It must be noted that the NHS coverage area also includes all ramps at interchange areas, underpasses and/or frontage road areas, and traffic circles along the designated highway segments.
- C.6.8.** Certain lights are currently repaired and maintained by the National Park Service, the Architect of the Capitol, and the DC Parks and Recreation Department and Department of General Services, and the District of Columbia Housing Authority. These lights are initially excluded from this contract; however, the District may choose to negotiate with the Contractor during the period of the contract for inclusion of these lights and lights of other organizations into this contract. DDOT/TOA is not requesting the Contractor to provide prices for these potential additions at this time. The streets covered by the National Park Service are described in documents a map showing the Architect of the Capitol Streets is included in Appendix R. It shall be noted that Shepherd Parkway SW from Chesapeake Street SW to the End (Impound lot); DC Village Lane SW from Shepherd Parkway SW to Blue Plains Drive SW; and Blue Plains Drive SW From

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DC Village Lane SW to Martin Luther King Jr Avenue SW are now added to the assets and are under the performance of the Contract.

C.6.9. Lighting installed in public space by private owners with the permission of the District is excluded.

C.6.10. The CA may temporarily remove certain lighting assets from the Contractor's responsibility for a specified period of time under the contract. The CA will provide an official responsibility form to the Contractor. Responsibility may or may not be removed for issues such as construction projects, depending on the circumstances.

C.6.11. The District will continue to pay the energy bill for the system.

C.6.12. Repair of a broken wire for a combination pole that is in a shared conduit with traffic signal wires will require the Contractor to either coordinate with DDOT's traffic signal maintenance contractor or propose and have approved the use of an alternate qualified contractor. In every instance where the Contractor finds such a situation they are required to install a new separate conduit so that the conduit is no longer shared between the two systems. It is estimated that no more than 150 poles share conduit

C.6.13. Alley, Street, Highway and Miscellaneous Lighting – Rehabilitation and Maintenance (CLIN X001)

A. Existing Conditions:

There are approximately 70,867 alley, street and highway lights that the Contractor must maintain under this contract. Each light pole contains one or more luminaires and ballasts that also will require maintenance. Everything from the PEPCO power source out is included.

1. There are approximately 38,502 DC-Owned poles on the system.
2. Historical Work Level information is provided in appendix E. It must be noted that with a proactive lighting problem identification program in which the Contractor identifies the problems instead of waiting for a complaint to come in, these levels will likely increase substantially. These values are provided as background information, and in no way limit the amount of work to be done under the contract.
3. Electrical maintenance for the China Town archway structure, the lights on the radio tower at 1338 G. St. SE (See Section C.6.23), and other miscellaneous lights are included in this contract.

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B. Asset Management Standards and Guidelines:

Performance measures and standards are provided in Appendix B. The performance standard “Good” of “4” level represents the minimum acceptable standard for each asset/set of assets and time critical item in the contract.

- 1.** The contractor shall be responsible for all lighting assets for streetlights necessary to provide lighting. This includes the foundation, pole, arm, luminaire, shield, lamp, photoelectric control, wiring, feeder cable, conduit, pull boxes, manholes, grounding system, tags and taps. To meet the performance standards set forth in Appendix B, the Contractor may perform any of several activities to meet the performance standards, including, but not limited to:
 - a.** Proactive identification of lighting assets requiring maintenance (Patrolling);
 - b.** Investigation and problem identification for light outages and customer complaints;
 - c.** Installation, removal and relocation of wood, metal and fiberglass streetlight poles;
 - d.** Installation, repair, removal and relocation of streetlight pole foundations;
 - e.** Installation, removal and relocation of cables and streetlight equipment, including the transfer of equipment located on wood poles owned by other utility companies;
 - f.** Pick up and make safe District owned streetlight poles, conductors and lighting equipment when directed;
 - g.** Cleaning of existing District-owned manholes;
 - h.** Rodding and cleaning of ducts as directed;
 - i.** Installation, abandonment and repair of District owned conduits;
 - j.** Installation, relocation, abandonment, repair and removal if necessary of low-voltage cables (120/240 volt), both in conduit, direct buried and overhead;
 - k.** Installation, relocation and removal of streetlight fixtures, luminaires and conversion kits;
 - l.** Respond to, remove and make safe knocked down streetlight poles;
 - m.** Temporary and permanent repair of cuts to sidewalks and roadways, and restoration of tree space damaged by work under this contract;
 - n.** Tree trimming for streetlight illumination and power line clearance (See Tree Trimming Diagram in Appendix J.);

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- o. Coordinate the removal and installation of streetlights with the CA;
 - p. Install new feeder cables into PEPCO's facilities under PEPCO's supervision and inspection;
 - q. Repair of "day-burner" lights;
 - r. Replace manhole frame and cover if damaged;
 - s. Frame and cover of manhole raised or lowered as needed with associated pavement patching around the raised/lowered manhole;
 - t. Repair/replacement of luminaire and ballast;
 - u. Replace "elephant ears" (cover the bolt that attaches the pole to the base);
 - v. Installation and removal of internal and external fixture shields;
 - w. Installation, removal, repair, relocation of Asset Tags;
 - x. Proactive installation and replacement of missing or not secure base doors or access covers; and
 - y. Detection of Stray Voltage while maintenance and repairs, are going on and during the condition assessment.
2. The contractor shall use materials that meet District specifications.
3. The Contractor shall maintain street lighting equipment on combination poles. This work includes, but is not limited to:
- a. Repair or replacement of street light and ballast;
 - b. Replacement or repair of wire from light to T-base;
 - c. Replacement or repair of wire from T-base to manhole only when the wire is in a separate conduit than the traffic signal wires;
 - d. If the wire is in the same conduit the Contractor shall install separate conduit so that the wires no longer share conduit; and
 - e. Repair or replace base door and access panel.

C. Management Information

1. Citizen complaints of light outages are to be considered a priority for repair. The contractor shall receive the complaints through the District's Maintenance Management System (MMS) (see Section C.6.20 regarding the Contractor's obligation to access and use District's MMS), and potentially directly from the CA. Repair shall be performed within the time-based performance standards specified in Appendix B. Upon the Contractor's investigation of the complaint, if the Contractor determines the situation to be a

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“no-current” situation (electrical current is not reaching the streetlight), the Contractor shall notify the CA of the situation and the expected repair date.

2. The Metropolitan Police Department (MPD) has identified a number of “hot spots” that the Contractor shall give maximum priority for keeping the lights on and repairing lights. DDOT/TOA has included separate time-critical performance-standards for these lights, and DDOT/TOA expects the Contractor to start work repairing outages in the identified areas immediately upon notification or discovery of an outage, and to continue working until the light is back on. See Appendix S for the Maps of the Metropolitan Police Department Crime Emergency Focus Areas. Note that the number and location of the “hot spots” will change over the contract period.

If this percentage goes over 4% during the contract period, DDOT/TOA will negotiate a change order with the Contractor.

The contractor shall need to notify the MPD Police Station in the area of the “hot spot” at least 24 hours in advance to obtain a police escort while working in a “hot spot”.

3. Many of the poles on the system are wood poles. For wood poles, there are three scenarios. The first scenario is a D.C. owned pole, D.C. owned secondary, and a D.C. owned arm and fixture. Under this scenario, the Contractor shall be responsible for the pole, arm, luminaire, wire, overhead wires and taps. The second scenario is a PEPCO or Verizon owned pole with D.C. owned secondary, D.C. owned arm, and D.C. owned luminaire. Under this scenario, the Contractor is responsible for the secondary, arm and luminaire. The third scenario is a PEPCO owned pole, PEPCO owned secondary, a PEPCO owned tap, a D.C. owned arm, D.C. owned wire and D.C. owned luminaire. Under this scenario, the Contractor is responsible for the arm, wire and luminaire. The following guidance can be used on a pole-by-pole basis to determine ownership:

a. DC STREET LIGHTING WOOD POLE:

1. The only object on the pole is:
 1. Street lighting equipment
 2. Cable TV and Street Lighting Equipment

b. PEPCO'S OR VERIZON'S WOOD POLE:

1. PEPCO has secondary wires on the pole that feeds other customers.

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2. PEPCO has primary cables on the wood pole.
 3. PEPCO has any other equipment on the wood pole.
 4. Verizon has cables and/or other equipment on the pole
4. For situations in which there is no current to the streetlight(s), if the feed source to the affected lights on an included segment is beyond the defined project limits, it is still the responsibility of the Contractor for this project to make needed repairs. The Contractor shall coordinate with the agency(s) responsible for the area before making the repairs.
 5. For situations where there is no current at the pole and the feed source is in a PEPCO manhole, the contractor shall coordinate with PEPCO for repair (coordination with PEPCO is not needed for manholes belonging to the District). Paying of the associated fees is the Contractor's responsibility and the Contractor shall include them as part of their fixed-price Bid. Four basic scenarios of problems and associated PEPCO actions and charges exist (fees are approximate and are subject to change):
 6. Scenario 1:
There is no current in the conduit system. PEPCO will give the Contractor the right to enter the manhole and make repairs on D.C. owned cable. DDOT/TOA will not separately reimburse the Contractor for these PEPCO fees – they must be included as part of the Contractor's fixed-price Bid.
 7. Scenario 2:
The splice on PEPCO's system is bad. Upon verification that there is no power on the D.C. owned cable; PEPCO will correct the splice problem at no cost. DDOT/TOA will not separately reimburse the Contractor for these PEPCO fees – they must be included as part of the Contractor's fixed-price Bid.
 8. Scenario 3:
D.C. owned cable burned off at tap. The contractor shall verify that it is a burn off at the tap. DDOT/TOA will not separately reimburse the Contractor for these PEPCO fees – they must be included as part of the Contractor's fixed-price Bid.
 9. Scenario 4:
Correction of direct buried cable or new conduit system. Note – The Contractor shall not repair a fault or defect in direct buried cable but shall replace it with conduit system (pole to pole or manhole to pole). PEPCO will charge the Contractor time and

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materials for re-racking cables, as necessary. Contractor shall also supply the conduit/cable. DDOT/TOA will not separately reimburse the Contractor for these PEPCO fees – they must be included as part of the Contractor's fixed-price Bid.

10. PEPCO requirements have been included as Appendix I.
11. Specifications for street lighting are contained in Appendix G. Additional information may be obtained by contacting the CA at (202) 671-1351.
12. Any information provided on inventory quantities and condition is for guidance only, and does not limit quantities of work or responsibility under the contract.
13. Hardcopy files defining the lighting circuits can be viewed by contacting the CA at (202) 671-1351. (If available)
14. The Contractor shall treat poles that are leaning enough to pose a danger to public safety as Knockdown poles. See Section C.6.14 for the Contractor's responsibility with respect to knockdown poles. The Contractor shall obtain the CA's concurrence on such poles before the Contractor replaces them.

C.6.14. Alley, Street and Highway Lighting – Knockdown and Missing Equipment Replacement (CLIN X001)

- A. Existing Conditions:

There are approximately 38,502 DC owned poles in the D.C. System, and the Contractor could expect to see an average of 1% of the light poles under this contract knocked-down each year (approximately 300 poles per year). These values are provided to the Contractor to provide an estimate of the number of knockdowns. It in no way constitutes a limit on the number of knockdowns to be covered under the project.

 1. A backlog may exist for repairing/replacing knocked-down poles in the District. This missing equipment can be much more difficult to replace than freshly knocked-down poles, as there may be power supply issues. It is estimated that there are no more than 100 locations missing equipment on the system. In addition, missing equipment is discovered each year. Missing equipment does not include equipment removed by the Contractor, only equipment that that was missing at the beginning of the contract or found missing during the contract; regardless of how it became missing. This includes combination poles; if a pole is missing an arm and/or

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fixture regardless of how it is missing; the Contractor shall repair or replace as directed.

2. When replacing knockdown or missing poles, the Contractor shall also replace the arm, fixture, T-base, and foundation, as needed.

B. Asset Management Standards and Guidelines:

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standards for each Contractor response to a knocked-down light pole. The Contractor shall be responsible for repairing/replacing knocked-down poles in order to meet the performance standards found in Appendix B.

1. Performance measures and standards for missing poles are also provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for the replacement of each missing pole in the covered system.

C. Management Information:

The contractor shall perform knock-down pole replacement as part of the fixed price. Replacement of mercury vapor and incandescent lights with LED, HPS or MH must be in accordance with Section C.6.21. The Contractor must be prepared with materials and personnel on hand to respond to and replace knockdowns according to the performance standards.

D. Exclusions:

Knockdown pole and foundation replacement for combination poles (See Section C.3.3 for definition.) is excluded from the contract. See Section C.6.13.B.3 for other equipment.

C.6.15. Bridge Lighting (CLIN X002)

A. Existing Conditions:

The bridge lighting category includes the maintenance of street and highway lights on the bridges, navigation lights and underdeck lights. Maintenance of lighting on pedestrian bridges is also included. There are approximately 3,400 lights on bridges in the system.

B. Asset Management Standards and Guidelines:

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each bridge light and time critical item in the contract.

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- C. Management Information:
 Repairing “no-current” problems on bridges may require cutting the bridge deck to access the conduit. The Contractor must be qualified to cut structural bridge decks, and must get prior written approval from and coordinate all cuts with the DDOT Street and Bridge Maintenance Division. If it is not possible to access or fix the conduit, the Contractor shall be responsible for adding a new means of supplying power to the lights. Such changes will need to be approved by the CA.

C.6.16.Tunnel and Underpass Lighting (CLIN X003)

- A. Existing Conditions:
 There are underpass lights on the underside of bridges that pass over roadways (including some railroad bridges). The rehabilitation and maintenance of these lights is included in the contract. Detailed information on a number of underpass lighting systems is included in Appendix D. The scope of CLIN is to perform whatever rehabilitation and maintenance actions are needed in order to meet the performance standards for **underpasses** as specified in Appendix B. These standards cover the need for 90% or more of the lights to be functioning, and for timely repair of non-functioning or collision-damaged lights.

The Contractor shall be responsible for the underpass lighting systems only from the electrical panel out to the lamps (and lens covers). **CLIN X003 does not include the 16 tunnels named in section C.6.16.A.1.** It only includes underpass lights on the undersides of bridges that pass over roadways.

1. There are also 16 tunnels that have been excluded in the contract. These tunnels are:
 - a. Mall Tunnel (I-395)[Structure No. 1142]
 - b. Air Rights Tunnel (I-395) [Structure No. 1143]
 - c. 9th St. Tunnel [Structure No. 173]
 - d. 12th St. Tunnel (North) [Structure No 172 (N tunnel)]
 - e. 12th St. Tunnel (South) [Structure No 172 (S tunnel)]
 - f. 23rd Street, N.W. over E Street Expressway [Structure No. 1208]
 - g. Massachusetts Avenue, N.W. under Thomas Circle [Structure No. 99]
 - h. 16th Street, N.W. under Scott Circle [Structure No. 100]
 - i. Connecticut Avenue, N.W. under Dupont Circle [Structure No. 101]

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- j.** K Street, N.W. under Washington Circle [Structure No. 102]
- k.** Southwest Freeway over 12th Street, S.W. [Structure No. 1113]
- l.** Southwest Freeway over I-395 Ramp [Structure No. 1101]
- m.** Virginia Avenue, N.W. over E Street Expressway [Structure No. 1209]
- n.** Virginia Avenue, N.W. over I-66 [Structure No. 1302]
- o.** 23rd Street N.W. over Virginia Avenue [Structure No. 10]
- p.** Pennsylvania Avenue, S.E., over ramp to Southeast Freeway [Structure No. 1409]

B. Asset Management Standards and Guidelines:
Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for tunnel and underpass lights and time critical items in the contract.

C. Management Information
Tunnel lights suffer collision damage from over-height vehicles. The Contractor shall be responsible for responding to, making safe, cleaning up and removing and repairing/replacing damaged tunnel lighting assets.

D. Exclusions:
Structure numbers 1142, 1143, 173, 172 N, 172 S, 101, 102, 1113, 1101, 1209, 1302 and 1409 are excluded from the contract.

C.6.17.Overhead Guide Sign Lighting (CLIN X004)

A. Existing Conditions:
Available information on Overhead Guide Sign lighting assets is provided in Appendix D (additional information is available for inspection at Transportation Operations Administration (TOA), 55 M Street, SE, and 6th Floor. Most of these signs are illuminated by more than one light. This information was collected in 1999, and the Contractor shall perform a field inspection to verify accuracy.

The types of assets included for CLINS X004 are the lamps, the fixtures, conduits, wires, and the physical connections of the fixtures, conduits, and wires to the sign structure. The Contractor shall not be responsible for the overhead signs themselves or the structure, other than as specified in Section C.6.17 for damaged overhead guide sign structures.

B. Asset Management Standards and Guidelines;

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Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each set of overhead guide sign lights.

C. Management Information:

In the case of a damaged overhead guide sign structure, the Contractor shall be responsible for making the site safe and cleaning material from the roadway. The effort may require removal of the damaged structure. The Contractor must return all damaged equipment to the D.C. warehouse located at 1735 15th Street NE. The Contractor shall be responsible for repairing the lights on the structure. Initial repairs may be temporary.

C.6.18. Welcome to Washington Signs (CLIN X005)

A. Existing Conditions:

There are approximately 30 Welcome to Washington signs for which the internal and/or the external lighting must be maintained. Lighting assets for the existing signs are described in Appendix D (additional information is available for inspection at Transportation Operations Administration (TOA), 55 M Street, SE, 6th Floor.).

B. Asset Management Standards and Guidelines:

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each Welcome to Washington sign.

B. Management Information:

Lighting maintenance for new Welcome to Washington signs installed during the course of this contract is included under this contract. (Additional information is available for inspection at Transportation Operation Administration (TOA), 55 M Street, SE, 6th Floor.).

C.6.19. South Capitol St (Douglass) Bridge Electrical Control System Maintenance and Operation (CLIN X006)

A. Existing Conditions:

The South Capitol Street Bridge is a swing span bridge that has an electrical control system that must be operated and maintained. There was a rehabilitation project performed on the system in 1999 and plans for the system are available in the bid room. There are approximately 15 openings per year (for ships and no ship). The Contractor shall exercise (open) the bridge at least once per month. For any month that has an opening for a ship, the Contractor does not need to perform the additional opening.

B. Asset Management Standards and Guidelines:

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Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standards for the electrical control systems.

C. Management Information:

The *South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual* is included as Appendix N. Plans will be available in the bid room.

1. Documents related to the Bridge will be made available in the bid room. The Contractor shall be responsible for all of the equipment listed in Appendix N and operating manuals. The Contractor shall supply an electrician to attend all openings and closings of the draw span; so that the electrician can immediately resolve any problems and the opening or closing can continue with little or no effect to traffic (both vehicular or boat traffic).
2. The Contractor shall, at a minimum, perform the following activities on the Electrical System:
 - a. Twice per year, visually check and test all electrical components for proper operation and replace any defective parts;
 - b. Once per year, disassemble all working components such as relays, limit switches, contactors, overload devices, transfer switches, timing devices, etc. and clean, adjust and replace any defective parts as needed; and
 - c. Once per year, tighten all wiring terminals throughout the entire electrical system.
3. However, it should be noted that the Contractor must do whatever repairs and maintenance that are necessary to meet the performance standards specified in Appendix B. Including repairs necessitated due to damages from any and all causes and the Contractor shall bear the expense thereof.

C.6.20.Management (CLIN X007)

- A. Asset Management Standards and Guidelines:
Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standards the management items described.
- B. Management Information:

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Required street light repairs are currently reported in a number of different ways, including:

1. Citizens' calls
 - a. Existing 24 hour street light line
 - b. One-Call Center
2. Patrolling (both Contractor and DDOT/TOA)
3. Required repairs are stored and tracked within the District's MMS software system. The Contractor shall not rely solely on this system for notification of needed repairs, but the Contractor shall dedicate a computer and communications link for interaction with the MMS system. The Contractor shall be responsible for updating the MMS computer database system on a daily basis. Keeping MMS updated is a key to the success of this project. If, before the start of the contract or during the course of the contract, MMS is replaced by an alternate system; the Contractor shall be responsible for updating the new system.
4. A key management task under this contract will be to keep and update the inventory of the lighting assets and their conditions. The Contractor shall perform this task as maintenance and repairs are done. This Task is in addition to the Inventory and condition assessment due within 6 Months of start of the contract. (See Section C.6.22) The Contractor shall inventory assets and their conditions in a software system to be provided by the CA. The Contractor shall be responsible for physically numbering the assets in the field to coincide with the associated information in the inventory system; regardless of when the asset came online.

C.6.21.Replacement of Light Fixtures

- A. If a fixture within specification, fails and requires replacement the contractor shall replace it in kind. If a fixture, which is no longer within District specifications, fails and requires replacement the Contractor shall replace it with a LED fixture, or if there is not an approved LED fixture within specification the Contractor shall replace it with a Metal Halide or High Pressure Sodium fixture generating the same lumen or slightly more lumen as approved by the CA.
 1. Example #1: in non-white light areas, if a Mercury Vapor (MV) or Incandescent (INC) Fixture fails, it would be replaced with an approved LED fixture. If there is no LED specified, the Contractor shall use a High Pressure Sodium (HPS) Fixture.

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2. Example #2: in white light areas, if an obsolete MV or INC Fixture fails, it would be replaced with an Approved LED fixture within specification. If there is no LED fixture approved then the Contractor shall use Metal Halide.

C.6.22. Asset Inventory and Condition Assessment

- A. The following must be completed within the first six (6) Months of each contract year:
 1. The Contractor shall once per contract year conduct an asset inventory. The contractor must survey the entire system to update the inventory. This will be to add, remove and edit the current inventory; this shall include all asset types. Such as, street/alley light, bridge lights, navigation lights, under deck lights, pedestrian bridge light, tunnel/underpass lights, over head guide sign lights, and welcome to Washington sign lights. Some assets may not be in the current inventory and will require tagging and GPS locating.
 2. At the same time the Contractor shall once per contract year conduct an Asset condition Assessment; The Contractor shall rate the status of all assets under the Contractor's management. Asset condition rating is as follows: **(4 - good condition, 3 - need inspection in 2 years, 2 - replace within a year, and 1- need immediate replacement).**

C.6.23. Removal of the Radio Tower Structure at 1338 G. St. SE CLIN (0008)

- A. The Contractor shall within one (1) Year from the start of the contract completely remove the Tower structure that is attached to the DDOT building at 1338 G Street SE. The contractor must obtain any permits required to complete the work. (The Contractor is responsible for the maintenance of the lights until the structure has been removed. See Section C.6.13) See Appendix K for photos and other information regarding the structure. For access to the structure Contact the CA at 202-671-1345.

C.7. Underground Damage Prevention

- C.7.1. The Contractor is required to protect underground utilities from damage that may be caused by activities conducted under this contract. The Contractor is responsible for restitution of damage to public utilities in the public right of way. The Contractor is responsible for determining what is underground. Reasonable precautions include, but are not limited to:

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- A. Contacting "Miss Utility" at an appropriate time before proceeding with excavation or demolition work;
- B. Providing "Miss Utility" sufficient time to mark the location of underground utilities prior to commencing excavation or demolition activities;
- C. Coordinating with PEPCO, Verizon, Washington Gas, DDOT, and others who may operate underground facilities; and
- D. Ensuring that all Contractor and subcontractor personnel performing excavation or demolition activities understand the requirements for underground damage prevention and have adequate training (certificate required) regarding underground damage prevention.

C.7.2. The following telephone numbers are provided for informational purposes only and may change:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss Utility" [800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
Light Co., Verizon, PEPCO, AT&T		
DC Water and Sewer Authority	787-2393	Water mains and Sewers
DDDOT	698-3605	Street lighting inspection
	671-2610	Traffic signal systems
GSA*	472-9252,3&4	Steam piping, steam tunnel and Condenser water conduits

The contractor shall note that coordination with utilities may include payment, at the Contractor's expense, for access to utility property.

C.8. Emergency Response

C.8.1. The Contractor shall be responsible for coordinating with the CA, the Metropolitan Police and other emergency response organizations in its response to emergency incidents related to the assets for which it is responsible. For this contract, this includes incidents related to downed poles or cable, damaged overhead guide sign structures, collision-damaged tunnel lights, Welcome to Washington signs, South Capitol Street Bridge equipment, entire block\alley light outage, or 5 or more consecutive light outages, and other conditions affecting the safety of the traveling public. In regards to the consecutive outages the Contractor shall respond in a timely manner to these emergency situations and to continue working until the lights are back on. The Contractor shall also respond promptly and make the roadway safe (by removing hazards from the roadway, if needed), provide emergency traffic control until the authorities arrive and perform other

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related activities as needed. The Contractor shall be available for response to emergencies 24 hours per day, 7 days per week. Emergency response is not a separate bid item, but is included in each bid item. Emergency response is required as part of the firm fixed price portion of the bid for each item and an emergency response plan is required as part of the Contractors' work plan. The Contractor shall build the price for emergency response into the prices for managing and maintaining the fixed price assets. The Contractor shall coordinate such situations with the CA and PEPCO immediately upon notification or discovery of the outage.

C.8.2. Contractor is responsible to coordinate with 3rd party or any other contractor that damage DDOT equipment including but not limited to underground conduit, wire, foundation, pole etc. It is contractor's responsibility to make any repairs without delay and without additional cost to the District.

C.9. Repairs of Sidewalks and Roadways

C.9.1. The Contractor shall permanently repair, in accordance with the District's regulations on utility cut repairs, any sidewalks and roadways cut by the Contractor in performing work under this contract. The Contractor must have proper permits for all cuts.

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SECTION D - PACKAGING AND MARKING:

The packaging and marking requirements for the resultant contract shall be governed by the General Provisions for Federally Funded Agreements, Attachment J.1.1, and Article Number 11, Material and Workmanship, of the *District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013*, incorporated by reference only.

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SECTION E - INSPECTION AND ACCEPTANCE

- E.1.** The inspection and acceptance requirements for the resultant contract shall be governed by the General Provisions for Federally Funded Agreements, Attachment J.1.1 and Article number 12, Inspection and Acceptance, of the *District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013*, incorporated by reference only.
- E.2.** Performance monitoring is a key component of this contract. Both the CA and the Contractor must actively monitor performance to ensure that the performance standards are met. The Contractor is free to use any reasonable method it believes appropriate to monitor the system, discover issues, and take remedial action as appropriate to meet the performance standard.
- E.3.** The District's primary concern is not how the Contractor chooses to monitor its own performance, but rather that the Contractor is meeting the performance standards set forth in this contract. As a result, this section discusses the District's performance monitoring program. The Contractor must also have its own performance-monitoring program, which must be described in the Contractor's quality assurance/quality control plan.
- E.4.** Performance monitoring by the District will take place daily to ensure progress and acceptable performance throughout the term of the contract.
- E.5.** The CA will conduct performance monitoring. The CA will confirm that maintenance and rehabilitation/repair activities continue throughout the term of the contract and that needs are met in a timely manner. The CA will not become involved in the Contractor's staffing or equipment requirements or in individual work activities. However, DDOT inspectors may inspect the quality of the work performed to ensure that it meets applicable specifications and during these inspections; verification of licenses will be checked. The CA's role is to verify that the desired outcome (performance standards in Appendix B) is produced and that the system's lighting assets are being preserved as specified in the contract and approved plans.
- E.6. Daily Monitoring**
- E.6.1.** The Contractor shall maintain a daily log for the project. The log must contain information regarding:
- A.** Activities of the Contractor's crews, including the locations where work is performed;
 - B.** Complaints received from the general public for which Contractor response is required;
 - C.** Unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and

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D. Incidents involving safety either of the general public or Contractor work forces.

E.6.2. The CA will track the daily activities against the program of maintenance and rehabilitation/repair and advise the Contractor of any variations. **The CA also may redirect Contractor efforts when priorities established within the District dictate.**

E.6.3. The contractor shall monitor the daily activities of the field crews, noting:

- A. Types of work being performed and location;
- B. Issues and situations encountered or reported by the public and actions taken to mitigate them;
- C. Conditions that warrant more extensive work than is envisioned under the terms of the contract, recommendations to address those conditions, and short-term actions the Contractor has taken, or intends to take, to alleviate the conditions and ensure that no safety issues exist;
- D. Coordination among Contractor staff, District personnel, utility operations, and others whose work impacts the assets under this contract.

E.6.4. The Contractor's daily reports must be available to the CA to assist in verifying daily progress under the contract. A good working relationship between the CA and the Contractor's day-to-day project manager is essential for project success.

E.6.5. The CA shall regularly inspect the Contractor's material supplies to ensure that they are adequate.

E.7. Inspections

E.7.1. At least once a month, the CA or his designee, members of the Project Team (DDOT/TOA, and their representatives) and the Contractor (or his representative), collectively making up the rating team, will travel through the system to review Contractor progress and performance.

E.7.2. These field inspections will involve objective evaluations of the Contractor's performance against the performance standards (see Appendix B). The rating team will rate the condition of randomly selected samples of lighting assets.

E.7.3. The CA will discuss the results of the inspections with the Contractor and will record them in a report. The CA will also report a general level of performance satisfaction along with recommendations and concerns. The Contractor also may bring issues to the attention of the CA, along with suggestions for future activities. The rating team will note deficiencies throughout the inspection, and the CA will include these deficiencies in the monthly report. Periodically, the CA may visit sites where project personnel have reported deficiencies and for which

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the Contractor must perform time-critical remedial work. The Contractor shall note that time-critical response periods start upon discovery and reporting of the deficiency, which in this case, will be during the inspection.

E.7.4. Any changes to the methods, documents, strategies and number of samples associated with the review process described in sections E.7 of this contract are at the CA's discretion.

E.8. INSPECTION OF SUPPLIES:

E.8.1. Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

E.8.2. The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements.

E.8.3. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

E.8.4. The District has the right to inspect and test all supplies called for by the contract to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District shall perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection or test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

E.8.5. If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require all subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District shall bear the expense of District inspections or tests made at other than the Contractor's or the subcontractor's premises; provided that in case of rejection, the District shall not be liable for any reduction in the value of inspection or test samples.

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- E.8.6.** When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- E.8.7.** The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- E.8.8.** The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- E.8.9.** The Contractor shall remove supplies rejected or that are required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- E.8.10.** If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be replaced or corrected, the District may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- E.8.11.** If this contract provides for the performance of District quality assurance at source, and if requested to do so by the District, the Contractor shall furnish advance notification of the time (1) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (2) when the supplies will be ready for District inspection
- E.8.12.** The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than seven (7) workdays of advance notification.
- E.8.13.** The District shall accept or reject supplies as promptly as practicable after delivery (which in this case shall include application of paints and finishes, and other use of materials in the maintenance, repair, or refurbishment requirements of this contract) unless otherwise provided herein. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for nonconforming supplies or nonconforming work products in which such supplies have been utilized.

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E.8.14. Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

E.8.15. If acceptance is not conclusive for any of the reasons hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District shall have the right to contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

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SECTION F - PERIOD OF PERFORMANCE AND DELIVERABLES

F.1. TERM OF CONTRACT

This is a firm fixed-price contract. The term of the contract shall be for **Two Years** from the effective date of award specified on page one 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 **One Year** or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4. The total duration of this contract, including the exercise of any option under this clause, shall not exceed Three (3) Years from the date of award.

F.3. DELIVERABLES

F.3.1. The contractor shall be required to provide, in the format specified, the following deliverables for submission to the CA.

F.3.2. Staffing/Management Plan:

Within 30 days from the Contract Award Date, the Contractor shall submit for the Contracting Officer's approval an electronic copy of a Staffing/Management Plan defining the key staff for the project and the Project Management Team, which shall be dedicated full-time to this contract. The project management team shall also include a one 2-man bucket truck crew dedicated full time during the night to handle DDOT specific needs or requests. In regards to these specific requests the Contractor shall respond in a timely manner and continue working until these request are completed. The daily workload for this crew will be direct by the CA or his or her designee and shall not relieve the contractor of it obligation to complete any other work on time. Where planned staff differs from that initially approved, a current resume and justification for any differences shall be submitted

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for the Contracting Officer's approval, and any replacement personnel shall have equal or superior qualifications to the personnel they replace. During the duration of the contract, changes to the key personnel shall require approval of the Contracting Officer.

- A. Other information that must be included in the staffing/management plan includes:
 - 1. Location of primary office to centralize project activities and in which the Contractor's Project manager will reside;
 - 2. Location of resources (offices, equipment, manpower, and materials) to be utilized for each asset management area;
 - 3. Proposed plan for material inventory and timely supply.
 - 4. Proposed plan for communication and coordination among the Team and key staff; and
 - 5. Safety Plan for the project (In all activities, the Contractor is required to follow all applicable safety laws, regulations, and DC standard safety procedures. The Safety Plan shall ensure compliance to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), OSHA, and others as appropriate. Appropriate safety attire for personnel in the field and clear markings and functional lights on vehicles must be part of the safety plan.).

- B. The Contracting Officer will review the Staffing/Management Plan and, within two weeks, provide approval or comments for further discussion. The Contractor shall be responsible to develop a mutually- agreeable Management Plan.

F.3.3. Daily Log of Contractor Activities:

The Contractor shall maintain a daily log for the project. The Contractor shall submit an electronic copy of the daily log to the CA within 30 days of the end of each contract year. The log will contain information regarding:

- A. Activities of the Contractor's crews, including the locations where work is performed;
- B. Complaints received from the general public for which Contractor response is required;
- C. Unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and
- D. Incidents involving safety either of the general public or Contractor work forces.

F.3.4. Reports:

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During the course of the project, the contractor shall need to provide a number of periodic reports or documents. The Contractor shall provide these reports in a format that the CA will specify which may include existing formats or a format suggested by the Contractor. Reports will include the following.

A. Weekly Accomplishments Report:

On a weekly basis (i.e. 7 days from the Contract Date and for every week thereafter), the Contractor shall provide a memo documenting the activities conducted for the previous week's period. The information will be summarized by asset, highway/street location, and status (i.e. underway, completed). In addition, the Contractor shall note any other issues or concerns related to proper conduct of the project and/or work activities. This report shall be submitted electronically by email.

B. Daily Work Plans/Schedule

On a daily basis, the Contractor shall provide the CA with a plan/schedule for the work to be accomplished for that day. The information will be summarized by asset, highway/street location, and type of work, and shall be submitted electronically by email. The Contractor must Email the daily schedule information to PSA (Public Space Administration), CA, and CA's staff every day by 8:00AM. Including weekends and after hours. Any changes to this plan/schedule at any time must resent as soon as a change is needed. The CA will provide a distribution list.

C. Asset Inventory Update:

In accordance with Section C.6.22 the Contractor shall deliver an electronic copy and 1 bound paper copies of a record reporting the status of all assets under the Contractor's management. Of major relevance to the District will be the update of the account or record of the inventory and condition of the assets. Asset condition rating is as follows: **(4 - good condition, 3 - need inspection in 2 years, 2 - replace within a year, and 1- need immediate replacement).**

F.3.5. Meetings:

During the course of the project, the Contractor shall be required to attend project meetings, both regularly scheduled meetings, and meetings on special topics. The Contractor shall provide oral briefings (in person or by phone based on agreement with the CA) to the CA on a weekly basis or at a period agreed to by DDOT. Meeting/briefing minutes shall be prepared by the Contractor and submitted the following day to the CA for review and comment. Following incorporation of comments and review, the meeting/briefing minutes will be approved and stored electronically by the Contractor for documentation purposes.

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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 or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2. INVOICE SUBMITTAL

G.2.1. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.2. Invoices shall be prepared in duplicate and submitted to the Agency Fiscal Officer (AFO) with concurrent copies to the Contracting Officer's Technical Representative (CA) specified in G.8.1 below. The address of the AFO is:

Name: Office of the Controller/Agency Fiscal Officer
Address: 55 M Street, SE, 7th Floor
Washington, DC 20003
Telephone: 202-671-2300

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

- A.** Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- B.** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- C.** Other supporting documentation or information, as required by the Contracting Officer;
- D.** The CA will provide Application for Payment PDF.
- E.** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- F.** Name, title, phone number of person preparing the invoice;

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- G.** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.F above to be notified in the event a defective invoice); and
- H.** Authorized signature
- I.** Also attach, documentation of expenditures and materials used. The expenditures shall be broke down by; Payroll, overhead, facility cost, equipment rental/lease, material, fuel, and sub contractors DBE and Non DBE.

G.3. METHOD OF PAYMENT

G.3.1. DDOT/TOA will pay the Contractor for all work under this contract on a firm fixed price basis.

G.3.2. The CA shall evaluate the Contractor's performance during the contract term.

G.3.3. The payment structure consists of the base firm fixed price amount

G.3.4. Firm Fixed Price

- A.** The Contractor shall invoice the District on a monthly basis. Payment will be as followed:

1st Year - Mobilization will be paid as the first Monthly payment then monthly payments shall be 1/11 of the Firm Fixed Price for that period.

2nd – 3rd Year - Monthly payments shall be 1/12 of the Firm Fixed Price for that period.

- B.** The Contractor shall support the invoice with a statement of the work that the Contractor performed for that month and the materials and other goods and services that the Contractor used to complete that work. This statement will assist the CA in maintaining an historical record of amounts of work needed to meet the performance standards, and will assist the CA in responding to internal and external questions on work levels. The Contractor must submit each monthly invoice in a manner and form that DDOT/TOA specifies.
- C.** DDOT/TOA will make final invoice payment upon the Contracting Officer's determination that the Contractor has completed all of the requirements for the contract, and has met the performance standards.

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G.4. RETAINAGE

G.4.1. In accordance with Article 9 of the Standard Specifications for Highways and Structures, 2013, the District will retain ten percent from the monthly billing for the firm fixed price items. Upon contract expiration, the CO, based upon guidance provided by the CA, will determine if the retainage should be released. Retainage will be released when the District determines that the following conditions were met:

- A.** All noted deficiencies for the contract period have been completed and
- B.** There are no outstanding issues/action items from the weekly meeting.

G.4.2. The Contractor, at its discretion, can submit written materials to support its performance in the areas listed above. This material will be reviewed by the CA and CO in making retainage decisions. If the conditions described in Section G.4.1 above are not met, the CO will not release the retainage.

G.5. ASSIGNMENTS

G.5.1. In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, 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 money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6. CONTRACTING OFFICER (CO)

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

Steven H. Wishod
Associate Procurement Officer, Priority Special Projects
Office of Contracting and Procurement

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supporting the District Department of Transportation
55 M Street, SE, 7th Floor
Washington, DC 20003
Phone: (202) 724-4551
steven.wishod@dc.gov

G.7. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1.** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2.** 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.7.3.** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8. CONTRACT ADMINISTRATOR (CA)

- G.8.1.** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is listed below. **During the solicitation and award process, please address all questions to the point of contact listed on page one of the solicitation.**

Jama Abdi
District Department of Transportation
55 M Street, SE, 6th Floor
Washington, D.C. 20003
202-671-1351 (landline)
202-369-3721 (mobile)

- G.8.2.** The CA shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.8.3.** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may

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also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE)

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 15, dated 12/22/2014 issued by the U.S. Department of Labor in accordance with the Service Contract Act and General Decision No. DC150001 dated 6/26/2015 of the Davis Bacon Act, **Heavy Construction Rates**, issued by the U.S. Department of Labor and incorporated herein as Attachments **J.2 and J.3** of this contract. The Contractor shall be bound by the wage rates for the term of the Contract.

H.2. AUDITS, RECORDS, AND RECORD RETENTION

H.2.1. At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For price reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor; by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.2.2. The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.2.3. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.2.4. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.2.5. Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

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H.2.6. The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3. PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before any of its officers, agents, employees or subcontractor 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. CONFLICT OF INTEREST

H.4.1. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5. GOVERNMENT RESPONSIBILITY

H.5.1. Within five (5) business days of the initial authorization to proceed, the District shall furnish the Contractor with a letter permit granting it the right to work on public streets, and defining the types of work and places of performance being approved (which will be consistent with the scope of work contained in this Contract). The Contractor and all subcontractors at any tier will be required to display a copy of this letter in all of the vehicles and construction equipment assigned to this project, and to produce it on demand as evidence of the District's authority.

H.5.2. The District shall designate a CA for the term of this contract. The CA shall have the authority to provide technical direction and surveillance, to monitor and facilitate Contractor compliance with the technical requirements of this contract, to answer questions and provide clarification of issues related to the Contractor's technical performance hereunder, and to approve the substitution of key personnel. The CA does not have the authority to make changes to the contract of a material nature (affecting price or schedule), nor to direct the Contractor to

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perform tasks that are not within the boundaries of the contract statement of work. If the Contractor is uncertain as to whether compliance with technical direction given by the CA constitutes a change within the definition of the "Changes" clause of this contract, he or she must submit it to the Contracting Officer for a determination prior to proceeding.

- H.5.3.** The District shall not unreasonably withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.
- H.5.4.** The District will not purchase any excess material from the contractor at the end of the contract period.
- H.5.5.** The District shall pay PEPCO for all up-grades to PEPCO's system that is required to meet the District's lighting requirements.
- H.5.6.** The District believes there will be enough time for the Contractor to purchase the needed equipment to carry out the contract after contract award. If there is not enough time, the District will loan what materials it has in its possession until the ordered materials have come in to the Contractor after a firm order has been proven and certificated by the distributor.
- H.5.7.** The District will provide all DC permits to the contractor at "NO FEE".
- H.5.8.** The DDOT will notify the contractor of street light failures (outages) calls received by the One-Call Center.
- H.5.9.** At the contractor's request, the CA/designee will assist the contractor to identify the limits of pavement restoration in accordance with the specifications on a site-by-site basis.
- H.5.10.** The CA will provide the contractor with a list of persons/organizations that should have access to the bridge on a recurring or one time basis, except for emergency situations (i.e. DC Fire Department personnel).
- H.5.11.** On a case-by-case basis DDOT personnel will attempt to locate and provide the Contractor with maps and drawings.
- H.5.12.** The CA will notify the contractor in writing one (1) month prior to the implementation of any changes to the performance review process.
- H.5.13.** The District will assist the contractor by lending surplus equipment and supplies it has in inventory to the contractor for up to sixty (60) days after the notice to proceed date.

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H.6. CONTRACTOR RESPONSIBILITIES

- H.6.1.** The Contractor agrees that the District's inspection, review, acceptance, or approval of the Contractor's work shall not relieve the Contractor of responsibility for negligent acts, errors, omissions, or failures to act on the part of the Contractor or its subcontractors at any tier.
- H.6.2.** The Contractor shall be responsible for independent verification of any data or information it receives from the District with respect to the assets of that segment of the system that is to be maintained in accordance with the specifications of this contract. Neither the District nor any of its consultants, agents, or employees makes any warranty, express or implied, with respect to data supplied to the Contractor.
- H.6.3.** The Contractor shall be responsible for obtaining all necessary authorizations and otherwise coordinating with the National Park Service (NPS) or other affected government agency, local utilities, communications companies, businesses, or residents, or any other public or private entity on whose systems or property its work under this contract may have an impact. Typical Requirements for work on NPS land are included as Appendix O.
- H.6.4.** All work will be performed by individuals qualified to accomplish it, and to the highest level of workmanship standards set or maintained by the industry.
- H.6.5.** All work shall be performed in such a manner as to cause minimal annoyance to occupants of adjacent premises or interference with the normal flow of traffic.
- H.6.6.** Work under this contract performed after regular working hours, on Saturdays, Sundays, or on legal holidays, shall be performed at no additional expense to the District.
- H.6.7.** The Contractor shall protect existing public and private property from damages by approved means (such as planking, covering) and shall be responsible for repair or replacement of any public or private property damaged in the course of its performance of this contract.
- H.6.8.** With respect to broken conduits, the contractor shall perform the following:
- A.** Evaluate the extent of damage to the conduit the;
 - B.** Repair the broken conduit with approved conduit making an approved electrical connection at both ends of the break; or
 - C.** Replace the conduit completely.
- H.6.9.** The contractor shall not recover damages from a third party.

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- H.6.10.** The contractor shall only be responsible for maintenance/repair to the lights in the Welcome to Washington, signs.
- H.6.11.** The contractor shall perform all work needed to restore the light to its original intended condition with regard to knockdowns.
- H.6.12.** The contractor shall file and follow all requirements called for under Blanket Permits by the DDOT.
- H.6.13.** On a variety of bridges, there are lighting poles, fixtures, globes that are not standard anywhere else on our system. The Contractor would have to replace those elements in kind to the specific location they are associated with
- H.6.14.** The contractor shall not be required to answer citizen calls that come through the One-Call Center. The Contractor shall enter citizen calls regarding street light outages into the District's MMS database.
- H.6.15.** The contractor shall provide the District with a written notice as soon as a problem has been reported within the limits of a series circuit.
- H.6.16.** The contractor shall provide the CA with a 24-hour written request notice for MPD escort service when it plans to work in a "Hot Spot" area.
- H.6.17.** With regard to Structure 1409, the contractor shall be responsible for rehabilitation/maintenance/repair of the existing westbound ramp under PA Avenue and for meeting the performance standards prescribed under the contract.
- H.6.18.** The contractor shall not be responsible for the rehabilitation and maintenance of the underpass lighting system within structure 1410, known as Barney Circle Main_Line Line Tunnels. However, the contractor must rehabilitate and maintain the lighting systems on top and part of structure 1410 in accordance with the performance standards specified under CLIN X002, Bridge Light Rehabilitation and Maintenance. There are approximately ten (10) No. 16 Cast Iron Upright Poles and five (5) Pendant Poles and their associated lighting equipment which includes but is not limited to fixtures, lamps, globes, photocells, cables, conduits, manholes and foundations.
- H.6.19.** The contractor shall be required to make a reasonable effort to ensure that within 24hr's: 1) an accident report is filed, if a police officer is present when he responds to the knock-down; 2) he obtains the accident report number; and 3) he collects any other identifying vehicle information that may be available 4) take photos (including Tag information if available), and submits the information to the CA.

H.7. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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The key personnel for this contract are considered to be essential to the work being performed hereunder. The Contractor's key personnel shall include the overall program manager and project managers for each task area set forth in Section C, as well as the Master Electrician. The key staff for the project and the Project Management Team, shall be dedicated full-time to this contract. The project management team shall also include a one 2-man bucket truck crew dedicated full time during the night to handle DDOT specific needs or requests. In regards to these specific requests the Contractor shall respond in a timely manner and continue working until these request are completed. The daily workload for this crew will be direct by the CA or his or her designee and shall not relieve the contractor of it obligation to complete any other work on time. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer.

H.8. FAILURE TO PERFORM

H.8.1. This clause is in addition to the Default Clause in Attachment J.1.1. In the event that the Contractor fails to adhere to the response times specified as the performance standards in Appendix B, to ensure public safety and public receipt of critical services, the District reserves the right to perform any of the tasks or repairs required under this contract, and deduct the cost of performing those tasks or repairs from the Contractor's monthly payment, if the Contracting Officer determines that either or both of the following conditions exist:

- A.** The Contractor's failure to perform creates a risk to public safety;
- B.** The Contractor has failed to remedy significant non-performance after notice from the Contracting Officer.

H.8.2. The CO may also assess liquidated damages, as described in Section I.12.

H.9. PERMITS, LICENSES AND CERTIFICATES

H.9.1. All permits, certificates, and licenses required shall be applied for and obtained by the Contractor from the DDOT Permit Processing Division, 1100 4th Street SW Washington, DC 20024.

- A.** The Contractor shall apply for those permits required to be obtained well in advance of need. If the Contractor experiences any difficulty in obtaining a permit, it shall immediately request assistance from the CA.
- B.** The Contractor or its authorized representative shall apply to the Office of Licenses and Permits, which will issue the necessary permits and

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authorizations without charge, provided that the application references the District of Columbia project number.

H.9.2. The District will require the Contractor to obtain permits, licenses, and certificates including (but not limited to) the following:

Permits and Certificates	Licenses
Electrical	Master Electrician Journeyman Electrician Apprentice Electrician
Public Space - to work in, excavate in, or occupy*	
Signs and Temporary Fences	
For work on Sunday and/or after 6:00 p.m. on weekdays	

*Note: The District will issue this permit via a letter of authorization. Please see H.5 above. All cuts shall require a permit issued from Public Space Administration (PSA)

H.9.3. The Contractor shall apply for a blanket permit for all street lighting work behind the curb. DDOT/TOA will incorporate several requirements into this blanket permit. They include:

- A.** On a weekly basis, the Contractor shall notify DC Department of Public Works, Public Space Administration, of the locations where excavation would occur.
- B.** Contractor must have copies of corresponding traffic control plans at the corresponding work sites at all times, along with a copy of the blanket permit.
- C.** The Contractor must perform permanent restoration of the excavated site immediately following temporary restoration. Appendices G and I provides the regulations for excavation and restoration of utility cuts.

H.9.4. The Master Electrician is responsible for all work under the project. A Master Electricians, Journeyman Electricians, must perform all electrical work or Apprentice Electricians (as appropriate) licensed in the District of Columbia.

H.9.5. A tree arborist, certified in the District, must identify the need for and manage/supervise any tree trimming performed under the contract.

H.9.6. The Contractor may require Trades other than electricians to successfully complete the work. The Contractor and subcontractor personnel must have the appropriate District License. The District will only issue permits to persons duly

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licensed to work in the District of Columbia, except as provided below in Section H.9.7. The CA will not authorize commencement of work requiring permits and licenses until the Contractor can demonstrate that it has obtained all such permits and licenses.

H.9.7. Where electrical Contractors and their craftsperson perform work under this contract and where said work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and its crafts persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is being performed.

H.9.8. The Contractor shall prominently display all permits within the confines of the worksite.

H.9.9. The Contractor shall display special District signs at all dig sites. DDOT/TOA will provide an example on request. It is the Contractor's responsibility to manufacture and display these signs, and to update them with changes in specifications.

H.9.10. The Contractor must notify the CA of all cuts before the Contractor performs the cut.

H.10. LIMITATION ON SUBCONTRACTING

H.10.1. The prime Contractor's personnel must perform at least thirty percent of the work under this contract. The CO will determine this percentage based on the payments the Contractor makes to its subcontractors.

H.10.2. The Contractor shall submit a written request to the Contracting Officer for approval of any subcontractors not included in the Contractor's Bid. The Contracting Officer will review each request and will notify the Contractor whether or not the request is approved. The Contractor must submit a separate request for each new subcontractor to the Contracting Officer at the address stated in Section G.6.

H.10.3. The Contractor shall make available copies of all subcontracts issued under this prime contract, together with their supporting data, for review on demand by the Department of Transportation.

H.11. PRIME AND SUBCONTRACTOR POINTS OF CONTACT

H.11.1. The prime Contractor under this contract shall designate a single point of contact for administrative matters who is authorized to negotiate contracts on behalf of the firm he or she represents, and who shall be the recipient and custodian of all

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notices issued hereunder. The prime under this contract shall further designate a single point of contact for technical matters, who is authorized to accept and issue technical direction on behalf of the firm he or she represents.

H.11.2. The Contractor shall identify such individuals as key personnel, and provide their names, titles, telephone number, and fax numbers; in addition to their e-mail addresses, if appropriate.

H.12. RESTRICTION AGAINST USE OF USED, RECONDITIONED, AND REMANUFACTURED MATERIAL

H.12.1. Definitions

- A.** *New*, as used in this clause, means composed of previously unused components, whether manufactured from virgin material, from recovered material in the form of raw material, or from materials and by-products generated from, and reused within, an original manufacturing process; provided that the materials meet the requirements of this contract, including but not limited to performance, reliability, and life expectancy.
- B.** *Reconditioned*, as used in this clause, means restored to the original normal operating condition by readjustment and material replacement.
- C.** *Recovered Material* means waste materials and by-products that have been recovered or diverted from solid waste, including post-consumer material, but such term does not include those materials and by-products generated from, and commonly used within, an original manufacturing process.
- D.** *Remanufactured* means rebuilt to original specifications.
- E.** Unless this contract requires virgin material or supplies composed or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.
- F.** A proposal to provide used, reconditioned, or remanufactured supplies (or supplies that are designed or developed subsequent to the date of this contract that the Contractor wishes to substitute for the equivalents specified herein) shall include a detailed description of such supplies, and shall be submitted to the Contracting Officer in writing for his or her written approval prior to actual use.
- G.** Used, reconditioned, or remanufactured supplies shall not be utilized in the performance of this contract unless the Contracting Officer has granted his or her prior written approval for their use.

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H.13. PERFORMANCE INCENTIVES AND DISINCENTIVES

H.13.1. The Contractor shall be eligible for an annual incentive fee or subject to a disincentive fee based upon performance throughout the year. This award is designed to reward performance that meets or exceeds the performance standards (see Appendix B). If DDOT/TOA determines the Contractor's performance to be above or below the performance standards, DDOT/TOA will compute the incentive fee or disincentive fee as described in Sections H.13.

H.13.2. The amount the Contractor is eligible to receive for performance in a given year shall not exceed three percent (3%) of the firm fixed price performed under this contract for that year. Mobilization cost is not included in the incentive/disincentive fee base. The disincentive fee shall also not exceed three percent (3%) of the above-mentioned base amount. The Performance Evaluation Board (PEB) will advise the Contracting Officer on the amount of the total incentive fee to be received by the Contractor or the disincentive fee to be applied to the payment to the Contractor. The Contracting Officer will exercise the independent discretion in determining whether or not to award to the Contractor an incentive fee or exercise a disincentive fee.

H.13.3. In advising the Contracting Officer on the amount of the incentive fee to be received or the disincentive fee to be applied, the PEB shall examine each of the performance measures contained in Appendix B and, based upon the Contractor's reports and reports by District personnel, determine the extent to which the performance standards have been met or exceeded. The PEB will generate an overall PEB score with a scale of 0 to 100. The PEB will carefully consider the results of the monthly inspections in determining the award. The monthly evaluation scores will receive the following weights by the PEB:

- A.** Each of the monthly scores will make up (90% total) of the overall PEB score.

H.13.4. The final 10% of the overall score; will be assigned by ballots cast by the PEB. In assigning this score, the PEB will consider the contractor's implementation of the Energy Efficiency Plan and to what extent the Contractor has met the performance standards system-wide (score of 4 or higher for each sample in the in one quarterly survey). PEB will also consider to what extent the contractor has met the partnering goals that will be established in the partnering process (see Section F.3.5) as well as the efforts of the Contractor to establish the partnership.

H.13.5. In advising the Contracting Officer on the incentive fee, or the disincentive fee, the PEB shall use the following table. If the PEB score falls between two PEB scores in the table, the PEB will compute the Incentive Fee percentage or Disincentive Fee percentage using a linear scale. For example, if the PEB score is 98, the percentage of the 3% Incentive Fee awarded would equal:

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$$95 + (((98 - 97.5) / (100 - 97.5)) * (100 - 95)) = 96$$

Overall PEB Score	Percentage of 3% Incentive Fee Awarded	Percentage of -3% Disincentive Fee Applied
100	100	0
97.5	95	0
95	90	0
92.5	80	0
90	75	0
87.5	70	0
85	60	0
82.5	40	0
80	20	0
77.5	0	0
75	0	0
72.5	0	0
70	0	5
65	0	10
60	0	25
55	0	50
50	0	75
Less than 50	0	100

H.13.6. The Contractor may prepare and submit a monthly self-appraisal. The Contractor also may submit an annual self-appraisal, addressing both positive and negative aspects of performance, as well as any actions taken to address the negative aspects. The Contractor should provide the supporting data used as the basis for their self-appraisal in electronic format. At the option of the District, the Contractor may provide an oral presentation to the PEB regarding the Contractor's performance for the period.

H.13.7. The PEB shall evaluate performance in accordance with Sections H.13 and make a recommendation to the Contracting Officer. Within 10 days of receiving the notification, the Contracting Officer shall notify the Contractor of the overall PEB score and the incentive fee or disincentive fee.

H.13.8. If the Contracting Officer decides on a disincentive fee, DDOT/TOA will deduct the amount from the Contractor's following month's payment.

H.14. Mobilization

H.14.1. Mobilization will be in accordance with Article 108.04 of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures Latest edition (Gold Book). The Mobilization period will be 1 month from the contract award date. During this period, in addition to the items specified in Article 108.04, the contractor is expected to develop and submit the plans specified in Section F. The Contractor shall also use this period to order

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and receive materials that will be needed for conducting work under this contract.

H.14.2. The contractor shall bid a lump sum for mobilization. The lump sum payment amount for mobilization shall not exceed that specified in Article 108.04. DDOT will provide payment once the mobilization period is completed and the plans specified in Section F have been submitted revised if needed, and approved.

H.15 DBE ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

H.16 DDOT TITLE VI ASSURANCE

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

(1) COMPLIANCE WITH REGULATIONS

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

(2) NON-DISCRIMINATION

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

(3) SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases

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of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

(4) INFORMATION AND REPORTS

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

(5) SANCTIONS FOR NON-COMPLIANCE

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

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

(6) INCORPORATION OF PROVISIONS

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

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

H.17 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE AND NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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The Contractor shall utilize DBEs for at least 5% of the work associated with performance of this contract. See Attachment J.1.16, Participation By Disadvantaged Business Enterprise And Non-Disadvantaged Business Enterprise Firms, for further information.

SECTION I - CONTRACT CLAUSES

I.1. APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The General Provisions for Federally Funded Agreements, dated 3/2/2001 (Attachment J.1.1) and the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013 (incorporated by reference only), are incorporated as part of the contract, except as specified in this solicitation (*e.g.*, Section I.12). In the event of a conflict between the two documents, the General Provisions for Federally Funded Agreements will control.

I.2. CONTRACTS THAT CROSS FISCAL YEARS

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

I.3. CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information it obtains relating to any employee or customer of the District in absolute confidence and shall not use it in connection with any other matters, nor shall the Contractor disclose the information to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4. TIME

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

I.5. RIGHTS IN DATA

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

I.5.2. The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work,

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

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

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

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

I.5.7. The restricted rights set forth in section I.5.6 are of no effect unless

- A. 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 _____

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

I.5.8. In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the

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Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9.** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10.** For all computer software furnished to the District with the rights specified in Sections I.5.5 and I.5.6, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Sections I.5.5 and I.5.6. 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 the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11.** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) 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 (2) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12.** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13.** Paragraphs I.5.6, I.5.7, I.5.8, I.5.10 and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6. OTHER CONTRACTORS

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

I.7. SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8. CONTINUITY OF SERVICES

I.8.1. The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- A.** Furnish phase-out, phase-in (transition) training; and
- B.** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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.

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- A. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer 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.
- B. 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.
- C. 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.
- D. 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.9.2. 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.9.3. 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.9.4. 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.

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I.9.5. 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.9.6. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer 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 Contracting Officer.

I.9.7. 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 the Contracting Officer at the address stated in Section G.6.

I.10. REPAIRS TO STREETLIGHT ASSETS NECESSITATED BY ACTS OF GOD

I.10.1. Repairs to streetlight assets necessitated by damages resulting from Acts of God *e.g.*, wind storms including hurricanes and tornadoes; ice storms; thunderstorms; snowstorms and flooding shall be subject to the *force majeure* provision of §107.15, Contractor's Responsibility for Work, District of Columbia Department of Transportation Standard Specifications for Highways and Structures, 2013 only when an emergency condition as set forth in a proclamation issued by the Mayor (Mayor's Declaration of a State of Emergency) exists "exceeding \$250,000 or damages resulting from a single "Act of God" exceeding \$250,000.

I.10.2. The District may issue a change order to cover the proven documented expenses when the repair costs exceeds \$250,000 in a single event.

I.10.3. Subject to section I.10.1 above, the contractor shall repair at no additional cost to the District, all assets that incur damage from any cause, including those set forth below in I.10.2.A through I.10.2.Q:

- A.** Tree limb damages to the streetlight system;
- B.** Falling tree damages to the streetlight system;
- C.** Flooding that causes damage to the streetlight system;
- D.** Lightning hits that causes damage to the streetlight system;
- E.** Transportation devices that damage the streetlight system due to inclement weather;
- F.** Transportation devices that damage the streetlight system;
- G.** Wind damage to streetlight system;
- H.** Fire damage by unknown causes that damage the streetlight system;
- I.** Snow, hail and ice storms that damage the streetlight system;
- J.** Earthquakes that damage the streetlight system;
- K.** Hurricane damage to the streetlight system;
- L.** Tornado damage to the streetlight system;

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- M. Rain damage to the streetlight system;
- N. Delinquent private property that damages the streetlight system;
- O. Unexplained explosions that damage the streetlight system;
- P. Extreme heat that damages the streetlight system; and
- Q. Extreme cold that damages the streetlight system.

I.11. DELAY OF WORK

I.11.1. Should an Act of God prevent the contractor from performing timely maintenance under the terms and conditions of this contract, an additional time will be granted at the discretion of the CO to make the repairs without assessment of damages, provided an extension of time is requested the following business day.

I.11.2. When weather conditions are such that roadways and alleys become impassable, the CO may allow a grace period for time critical responses, provided an extension of time is requested the following business day.

I.11.3. Unavoidable Obstructions - When unavoidable obstructions are such that the work site becomes inaccessible, such as but not limited to road, bridge, METRO or building construction, abandoned vehicles and trash, the CA may allow a grace period for time critical responses, provided an extension of time is requested the next business day and verification is made by the CO.

I.11.4. Vandalism - As a result of repeated repairs at a location, documented by the Contractor with the CO, allowances may be made for repairs not made within the specified response time.

I.12. LIQUIDATED DAMAGES:

I.12.1. If the Contractor does not respond to a time-critical issue within the specified time noted in the applicable performance standard, the CO may assess liquidated damages.

██████████ Replace 108.09.C of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013 with the following:

For each repair that the Contracting Officer undertakes pursuant to clause I.12, the contractor shall also be assessed liquidated damages in the amount of \$800.

I.13. BONDING

The Contractor shall provide Performance and Payment Security.

I.13.1. Performance Security: Prior to contract execution and within seven days after being called upon by the District to do so, the Contractor shall provide the District

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with a performance security securing performance and fulfillment of the contractor's obligations under the contract. Acceptable forms of security are: a bond certified check payable to the "District of Columbia Treasurer," irrevocable letter of credit issued by an insured financial institution or United States Government securities that are assigned to the District and which pledge the full faith and credit of the United States. Due to the essential and critical nature of the goods and services being specified in this RFP, the performance security shall be in an amount equal to 100 percent of the Contractor's proposed contract price for all construction tasks for the basic term of the contract. Any change in work, extension of time, or termination of this contract, shall in no way release the contractor or any of its sureties from any of their obligations. If any modifications which increase the total contract price by \$1,000,000 or more are made to the contract resulting from this RFP after contract execution, the contractor shall be required to provide an additional performance security, or increase its existing security, in an amount such that the total security remains equal to 100 percent of the contract's total price. Any such additions or increases in the posted performance security shall be made within 30 days of execution of the contract modification. Thirty (30) days prior to the expiration of each contract term, the Contractor shall submit performance security, in an amount such that the total security remains equal to 100 percent of the subsequent contract's total price.

I.13.2. Payment Security: Prior to contract execution and within seven days after being called upon by the District to do so, the successful Contractor shall provide the District with a payment security that ensures payment as required by law to all persons supplying labor or material in the performance of construction related tasks provided for in the contract. Acceptable forms of securities are as discussed above in the Performance Security section I.13.1.

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I.13.3 Bid Security

A bid bond (Attachment J.1.5) in the amount of 5% is required (See Section L). Failure to submit bid bond may result in a bid being deemed unresponsive.

SECTION J - LIST OF ATTACHMENTS AND APPENDICES

J.1. LIST OF ATTACHMENTS

- J.1.1.** General Provisions for Federally Funded Contracts, Revised 3/2/2001
- J.1.2.** Wage Determination No. 2005-2103, Rev.15 dated 12/22/2014
- J.1.3.** General Decision Number: DC150001 dated 6/26/2015
- J.1.4.** Tax Certification Affidavit
- J.1.5.** Bid Bond
- J.1.6.** Performance Bond (To be obtained from apparent low bidder)
- J.1.7.** Payment Bond (To be obtained from apparent low bidder)
- J.1.8.** Certification Package:
 - A. Non-Collusion Affidavit**
 - B. Certification of Eligibility**
 - C. Certification Regarding Debarment**
 - D. Certification for Grants, Loans & Cooperative Agreements**
 - E. Equal Employment Opportunity Certificate**
 - F. Payment to Subcontractors and Suppliers Certificate**
 - G. Certification - DDOT Disadvantaged Business Enterprise/Subcontractor (DBE and Non-DBE) Information**
 - H. Assurance of Compliance with Equal Employment Opportunity Requirements**
 - I. Disclosure of Lobbying Activities**
- J.1.9.** Bidder/ Offeror Certification Form
- J.1.10.** The Living Wage Act of 2006
- J.1.11.** Living Wage Act Fact Sheet
- J.1.12.** Employee Training Requirements
- J.1.13.** Appendix A – Special Provisions

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J.1.14. Appendix B – Training Special Provisions

J.1.15. DBE Utilization Form

J.1.16. Participation by Disadvantaged Business Enterprise and Non-Disadvantaged Business Enterprise Firms

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J.2. LIST OF APPENDICES

A	Reserved
B	Performance Measures
C	Reserved
D	Asset Inventory
E	Reserved
F	Data Standards
G	DDOT Standard Specifications for Highways and Structures -2013 (Gold Book), Material Specifications (Blue Book) and Design and Engineering Manual- (Website Address)
H	Reserved
I	PEPCO Requirements
J	Tree Trimming Diagram
K	Specialty Lighting
L	White Light Areas
M	List of Ongoing Projects (Website Address)
N	South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual and Navigation Lights Asset Summary
O	National Park Service Requirements
P	Reserved
Q	Washington, DC Historic Districts and Streets (Map) - THESE MAPS ARE AVAILABLE FOR VIEWING IN THE BID ROOM
R	Architect of the Capitol
S	Maps of the Metropolitan Police Department Crime Emergency Focus Areas
T	ROAM Specifications
U	LED Specifications
V	Bike Trail Lights Specifications
W	Reserved
X	Maps of Wards
Y	Estimated Material Usage

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1. The Bidder/Offeror Certification Forms is available at www.ocp.dc.gov; click on "Solicitation Attachments"

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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 to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid. The District will evaluate bids for award purposes by evaluating the total price for the option year as well as the base period. Evaluation of any options shall not obligate the District to exercise them. The total District's requirements may change during the option year. Quantities to be awarded will be determined at the time an option is exercised.

L.2. PREPARATION AND SUBMISSION OF BIDS

L.2.1. This solicitation will be conducted at the DDOT/OCP Bid Room, located at 55 M Street, SE, 4th Floor, Washington, DC 20003. To be considered, a bidder must submit its bid before the closing date and time noted in Section L.4 of this solicitation. Bidders shall submit one original and four (4) copies of the bid and one compact disc (CD) or USB Flash Drive.

L.2.2. All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

Include with your bid submission a Bid Bond Attachment J.1.5) in the amount of 5% of the total contract value, Performance Bond, Payment Bond, Bidder/Offeror Certification Form, Tax Certification Affidavit, and Certification Package (Refer to Attachment J.1.8). Failure to submit any of these may result in the bid being deemed no-responsive.

L.2.3. The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.4. The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

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L.2.5. 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.2.6. The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3. FAMILIARIZATION WITH CONDITIONS

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

L.4. BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on **August 27, 2015.**

L.5. WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid in writing to the Contracting Officer at any time before the closing date and time for receipt of bids.

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

L.6.1. Late Submissions

The District will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

L.6.2. 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. ERRORS IN BIDS

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

L.8. QUESTIONS ABOUT THE SOLICITATION

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If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via email to the Contracting Officer. The prospective bidder should submit questions no later than two days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than three days before the date set for submission of bids. The District will furnish responses via Amendment. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.9. BID PROTESTS

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

L.10. ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation by US Mail or Hand Delivered. 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.11. BIDS WITH OPTION PERIODS

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

L.12. LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1. Name, address, telephone number and federal tax identification number of bidder;

L.12.2. 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

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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.12.3. 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.13. BID OPENING

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

L.14. 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 the Contracting Officer at stated in Section G.6.

L.15. 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.15.1. 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, or had the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- G.** Has, or had the ability to obtain, the necessary production, construction, technical equipment, and facilities;

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- H.** Has not exhibited a pattern of overcharging the District;
- I.** Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- J.** Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2. If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

SEE SECTION L.1 FOR METHOD OF AWARD.