AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract Number	Page of Pages	
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2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
Amd 5	See 16C		**Street Pole Painting**

6. Issued by: Code	7. Administered by (If other than line 6)
District Department of Transportation OCP 55 M Street, SE Suite 700 Washington, DC 20003	District Department of Transportation IPMA 55 M Street, SE 4th floor Washington, DC

8. Name and Address of Contractor (No. street, city, county, state and zip code)		9A. Amendment of Solicitation No.
	X	DCKA-2014-B-0058
		9B. Dated (See Item 11) 8/11/2015
		10A. Modification of Contractor/Order No.
Code Facility		10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required):

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority) Adding additional scope and increasing the amount of the original contract

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No.: DCKA-2014-B-0058:

1) **Due to the pending traffic issues the week of September 21st. This solicitation is hereby amended and changes the bid opening date from September 25, 2015 @ 2:00 PM to September 28, 2015 @ 2:00 PM.**

2) **C.5.4 reads Section 9, should be Section F**

3) **L.2.1 should be deleted in its entirety; and replaced with: (page 2)**

Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)		16A. Courtney Lattimore Deputy Chief Contracting Officer	
15B. Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 9/21/15

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number DCKA-2015-B-0058	Page of Pages 2 | 2
2. Amendment/Modification Number Amd 5	3. Effective Date See 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption **Street Pole Painting**

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 on the Solicitation, Offer and Award (page one) of the contract. Submit one original and two (2) copies of your bid and one compact disc (CD) or USB Flash Drive.

CLARIFICATION: Payment and performance bonds are not required at the submission of the bid

4) Forms that must be submitted with the bid are at the OCP website under solicitation documents at the following link:

(http://ocp.dc.gov/page/required-solicitation-documents-ocp)

Certification package refers to EEO.

SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
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2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCKA-2015-B-0058	x Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Emergency	08/11/15	GSA Set Aside X Open Market

7. Issued By:	8. Address Offer to:
Distrcit Department of Transportation	Distrcit Department of Transportation
Contract Compliance Division	Bid Room
55 M Street, SE, suite 700	55 M St., SE, 4th flr.
Washington, D.C. 20003	Washington, D.C. 20003
	Attn: Kirk Benson

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **55 M Street, SE** until **14:00** (Hour) local time **September 11, 2015** (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	B. Telephone (Number)	B. Telephone (Ext)	C. E-mail Address
	Kirk Benson	202	671-2268		kirk.benson@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
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X	C	Specifications/Work Statement	3	X	J	List of Attachments	32
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
Courtney B. Lattimore		

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1. The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the "District") is seeking a contractor to provide streetlight pole cleaning and painting services at various locations throughout the City.

B.2. The District contemplates award of a firm fixed price contract with a period of a one (1) Base Year with One (1) Option Year.

B.3. A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.4. PRICE SCHEDULE

B.4.1. Base Year

Pole Type	Quantity	Unit price	Extended price
Steel PP Pole	500		
Cast Iron upright Pole	350		
Twin-20	50		
Traffic Signal	100		
Sub Total	1000		
Mobilization			
Total Firm fixed Base Year Price			

B.4.2. Option Year

Pole Type	Quantity	Unit price	Extended price
Steel PP Pole	500		
Cast Iron upright Pole	350		
Twin-20	50		
Traffic Signal	100		
Sub Total	1000		
Total Firm fixed Option Price			

B.4.3. Grand Total

Grand Total Base Year & Option Year			

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE

The Office of Contracting and Procurement, on behalf of District Department of Transportation (DDOT), and Transportation Operations Administration is seeking a contractor to clean and paint one thousand (1000) streetlight and traffic poles out of which approximately nine hundreds (900) poles are streetlight poles and approximately one hundred (100) traffic signal poles through-out the District. The poles consist of 30` pendant pole, transformer base and arm, 716 pole and transformer base steel and numbers 13, 14, 16, 18, and Twin 20 cast Iron poles. The Contractor shall not paint the fixtures

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/TOA CA assigned to oversee the contract. During this contract, the CA will conduct a field review of the streetlight and traffic pole cleaning and painting under the contract, noting their condition and state of cleaning and painting.

C.2. APPLICABLE DOCUMENTS

The contractor shall apply materials painting system to the streetlight poles in accordance with the documents in the following table. The contractor shall use the latest version of each of documents in providing the goods and services. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affect goods and services are being provided. These documents are incorporated by reference and will be made a part of the contract.

Item No.	Title	Location
1	**27 District of Columbia Municipal Regulations (DCMR)**	**DCRA** 441 4th Street SW Washington DC
2	**Standard Specifications for Highways and Structure** (Gold Book 2013) **614.33 "Clean and Paint Streetlight Pole"** **707.03 " Job Performance"** **707.04 "Environmental Protection"**	http://ddot.dc.gov/page/standards-and-guidelines

C.3. DEFINITIONS N/A

C.4. BACKGROUND

There are over 40,000 steel and cast iron streetlight and traffic signal poles throughout the District that require constant maintenance and upkeep. Some of the poles that have not been replaced or painted are now rusting with paint peeling. The District has had an increased request for streetlight pole repairs through-out the District. This pole painting requires immediate attention and implementation.

C.5. REQUIREMENTS

C.5.1. The Contractor shall clean and paint streetlight and traffic signal poles as specified in Section 614.33 and 707.04 of the Standard Specifications for Highway and Construction. The painting of steel, cast iron and other metal work shall include complete preparation of the metal surfaces, application and protection of the drying paint coatings, removal and proper disposal of existing paint, rust mill scale and hazardous waste, protection of workers and the environment and furnishing all labor, materials, tools, equipment and incidentals necessary for proper execution of the work.

C.5.2. The contractor shall use wet paint for Cast Iron poles and Powder Coat for Steel Poles (Older Cast Iron Poles may be coated in Lead Based Paint.)

C.5.3. The contractor must be a certified Painting Contractor and shall perform all field painting. All contractor personnel must be qualified and have current certification. The contractor must provide written proof of its certification, and provide three (3) references with its quote.

C.5.4. The contractor must submit with his quote a work-plan document describing the time-line which the work will be completed by the end of the period of performance (section 9).

SECTION D - PACKAGING AND MARKING:

The packaging and marking requirements for the resultant contract shall be governed by the General Provisions for 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.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. The District will review all services and deliverables to determine acceptability. If neither the services nor deliverables conform to the contract requirements or District standard, the District may require the Contractor to repeat these services at no increase to the contract amount. When defects in services or deliverables cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred, or (2) terminate the contract for default.

E.2. Inspection may be performed by DDOT, DDOE, USDOE USDOT or other District Agencies.

E.3. Daily Monitoring

E.3.1. 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

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

E. Contract shall submit photograph of before paint and after paint of each pole.

E.3.2. 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.3.3. 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.3.4. 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.3.5. The CA shall regularly inspect the Contractor's material supplies to ensure that they are adequate.

E.4. Inspections

E.4.1. 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.4.2. These field inspections will involve objective evaluations of the Contractor's performance against the performance standards. The rating team will rate the condition of randomly selected samples of cleaning and painting streetlight or traffic signal poles.

E.4.3. 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 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.4.4. Any changes to the methods, documents, strategies and number of samples associated with the review process described in sections E.4 of this contract are at the CA's discretion.

E.5. INSPECTION OF SUPPLIES:

E.5.1. 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.5.2. 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.5.3. 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.5.4. 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.5.5. 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.

E.5.6. When supplies are not ready at the time specified by the Contractor for inspection or test, the Agency Chief Contracting Officer may charge to the Contractor the additional cost of inspection or test.

E.5.7. The Agency Chief 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.5.8. 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.5.9. The Contractor shall remove supplies rejected or that are required to be corrected. However, the Agency Chief 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.5.10. 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 Agency Chief Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

E.5.11. 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.5.12. 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.5.13. 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.

E.5.14. 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 mounting to fraud, or as otherwise provided in the contract.

E.6. 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 Agency Chief Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Agency Chief Contracting Officer; provided, that the Agency Chief 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 Agency Chief 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 Agency Chief Contracting Officer may authorize in writing) after receipt of notice from the Agency Chief 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.

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 a period of a one **(1) Year base** and a **One (1) Year Option** from the effective date of award specified on page One (1) 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 option 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(s) 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 options under this clause, shall not exceed Two Years.

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 seven (7) days from the Contract Award Date, the Contractor shall submit an electronic copy of a Staffing/Management Plan defining the key staff for the project and the Project Management Team. Where planned staff differs from that proposed in the Contractor's proposal response, a current resume and justification for any differences shall be included. During the project life, changes to the key staff and Project Management Team shall require approval of the CA prior to use of the staff on the project.

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 District will review the Staffing/Management Plan and, within seven (7) days, 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. Unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and

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

F.3.4. Reports
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.

F.3.5. 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.

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 Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified in G.8.1 below. The address of the CFO is:

Name:	Office of the Controller/Agency OCFO
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, and 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;

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 for work completed.

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 Agency Chief Contracting Officer's determination that the Contractor has completed all of the requirements for the contract, and has met the performance standards.

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 deficiency 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)

G.6.1. Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Chief Contracting Officer is:

Courtney B. Lattimore, Deputy Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Washington, DC 20003
Phone: (202) 478-9123

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 Agency Chief 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 ADMINISTRATORE (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:

Name: Jama Abdi
Agency: District Department of Transportation
Address: 55 M Street, SE, and 6th Floor
Washington, D.C. 20003
Telephone Office: 202-671-1351
Cellular: 202-369-3721

G.8.2. It is understood and agreed that 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 also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H - SECSPECIAL 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. 16, dated 07/18/2015 issued by the U.S. Department of Labor in accordance with the Service Contract Act and General Decision No.DC150001 dated 07/17/2015 of the Davis Bacon Act, **Heavy Construction Rates**, Modification No. 9 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 Agency Chief 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.

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 2-310.01and 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. DISTRICT 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 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 will inspect the procedure and pole painting process and will assist the contractor in locating the poles as needed.

H.5.6. The District will specify the pole paint color.

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. 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.6.3. 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.6.4. 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.6.5. 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.6.6. The contractor shall not recover damages from a third party.

H.6.7. The contractor shall file and follow all requirements called for under Blanket Permits by the DDOT.

H.6.8. Below are two task 1 and 2 to show the locations where would need to clean and paint streetlight and traffic poles.

H.7. FAILURE TO PERFORM

H.7.1. In the event that the Contractor fails to adhere to the response times specified as the cleaning and painting streetlight and traffic poles, 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.7.2. The CO may also assess liquidated damages, as described in Section I.10.

H.8. PERMITS, LICENCES AND CERTIFICATES

H.8.1. All permits, certificates, and licenses required shall be applied for an obtained by the Contractor from the 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 authorizations without charge, provided that the application references the District of Columbia project number.

H.8.2. The District will require the Contractor to obtain permits, licenses, and certificates including (but not limited to) the following:

Permits and Certificates	Licenses
Certificates	Painter certification
Public Space - to work in, or occupy	
Signs and Temporary Fences	
For work on Sunday and/or after 6:00 p.m. on weekdays	

H.8.3. 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 clean and paint the poles 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.

H.9. LIMITATION ON SUBCONTRACTING

H.9.1. 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.9.2. The Contractor shall submit a written request to the Contracting Officer for approval of any subcontractors not included in the Contractor's proposal. 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 at the following address:

Courtney B. Lattimore, Deputy Chief Contracting Officer
District of Columbia Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Washington, D.C. 20003

H.9.3. 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.10. PRIME AND SUBCONTRACTOR POINTS OF CONTACT

H.10.1. The prime Contractor under this contract shall designate a single point of contact for administrative matters that is authorized to negotiate contracts on behalf of the firm he or she represents, and who shall be the recipient and custodian of all notices issued hereunder. The prime under this contract shall further designate a single point of contact for technical matters, which is authorized to accept and issue technical direction on behalf of the firm he or she represents.

H.10.2. 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.11. RESTRICTION AGAINST USE OF USED, RECONDITIONED, AND REMANUFACTURED MATERIAL

H.11.1. 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.

SECTION I - CONTRACT CLAUSES

I.1. APPLICABILITY OF STANDARD CONTRACT PROVISIONS

District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013 (incorporated by reference only), are incorporated as part of the contract.

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, 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, 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 Agency Chief 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

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

I.6.1. 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 Agency Chief 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.7. CONTINUITY OF SERVICES

I.7.1. 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.8. INSURANCE

I.8.1. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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.

A. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Agency Chief 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.8.2. 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.8.3. 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.8.4. 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.

I.8.5. 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.8.6. NOTIFICATION. The Contractor shall immediately provide the Agency Chief 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 Agency Chief Contracting Officer.

I.8.7. 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:

Courtney B. Lattimore, Deputy Chief Contracting Officer
Office of Contracting and Procurement
District Department of Transportation
55 M Street, SE, 7th Floor
Washington, DC 20003
Phone: (202) 478-9123
E-mail Address: courtney.lattimore@dc.gov

I.9. LIQUIDATED DAMAGES:

I.9.1. 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.

I.9.2. Replace 108.07 of the District of Columbia Department of Public Works Standard Specifications for Highways and Structures with the following

I.9.3. For each repair that the Agency Chief Contracting Officer undertakes pursuant to clause I.10, the contractor shall also be assessed liquidated damages in the amount of $500. This amount represents the approximate cost to DDOT TOA of having to have the Contractor stop work and transferring the work to another contractor. As noted in H.7, the Agency Chief Contracting Officer will also deduct the cost to DDOT for performing those repairs from the Contractor's monthly payment.

I.10. BONDING:

The Contractor shall provide Performance and Payment Security.

I.10.1. **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 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.10.2. **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.11.1.

SECTION J - LIST OF ATTACHMENTS AND MAPS AND LOCATIONS

ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

J.1 **Standard Specifications for Highways and Structure** (Gold Book 2013)
614.33 "Clean and Paint Streetlight Pole", 707.03; "Job Performance"
707.04 "Environmental Protection" http://ddot.dc.gov/page/standards-and-guidelines

J.2 Wage Determination No. (2005-2103, Revision 16, dated 7/18/15).

J.3 General Decision No.DC150001 dated 07/17/2015 of the Davis Bacon Act, Modification No. 9

J.4 Living Wage Act of 2006 **www.ocp.dc.gov**

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1. Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

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 Agency Chief 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.

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 on the Solicitation, Offer and Award (page one) of the contract. Submit one original and four (4) copies of your 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.

L.2.3. Include with your bid submission a Bid Bond, Performance Bond, Payment Bond, Bidder/Offeror Certification Form, Tax Certification Affidavit, and Certification Package.

L.2.4. The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.5. The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.6. 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 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 September 11, 2015 as specified in Section A.9.

L.5. WITHDRAWAL OR MODIFICATION OF BIDS

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

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

L.6.1. 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

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via email to the Agency Chief 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 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 coverage as specified in Section I.9 to:

Courtney Lattimore, Deputy Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Washington, DC 20003
Email: Courtney.lattimore@dc.gov
Phone: (202) 478-9123

L.15. CERTIFICATES OF INSURANCE 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;

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.

L.15.3. SPECIAL STANDARDS OF RESPONSIBILITY
Not applicable