

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages	
			Street Pole Cleaning Painting			1	49
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		<b>DCKA-2016-B-0038</b>		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		<b>06/30/16</b>	
				6. Type of Market			
				<input type="checkbox"/> GSA <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open Market			
7. Issued By:				8. Address Offer to:			
District Department of Transportation				District 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"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>55 M Street, SE</u> until <u>14:00</u> local time <u>July 21, 2016</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address
		<b>Kirk Benson</b>		(Area Code)	(Number)	(Ext)	<a href="mailto:kirk.benson@dc.gov">kirk.benson@dc.gov</a>
				<b>202 671-2268</b>			
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						<u>    </u> Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Courtney B. Lattimore							
Government of the District of Columbia			Office of Contracting & Procurement				



**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 requirement contract.
- B.3.** **REQUIREMENT CONTRACT**
- B.4** **PRICE SCHEDULE - next page**

**B.4.1 Base Period**

Price Schedule  
BASE YEAR

CLIN	Description	Price Per Unit	Estimated Quantity	Extended Price Per Unit
<b>10 POLES PER DAY</b>				
0001	716 STEEL PENDANT POLE		40	
0002	716 STEEL PENDANT POLE WITH TRAFFIC SIGNAL		10	
0003	5A/3A STEEL ALLEY POLE		20	
0004	30' STEEL PENDANT POST		350	
0005	30' STEEL PENDANT POST WITH TRAFFIC SIGNAL		60	
0006	TWIN-20 STEEL UPRIGHT POLE		40	
0007	TWIN - 20 STEEL UPRIGHT POLE WITH TRAFFIC SIGNAL		10	
			<b>530</b>	
0008			<b>530</b>	

<b>3 POLES PER DAY</b>				
0009	13' Cast Iron Upright Pole		70	
0010	13' Cast Iron Upright Pole With Traffic Signal		10	
0011	14' Cast Iron Upright Pole		70	
0012	14' Cast Iron Upright Pole With Traffic Signal		10	
0013	16' Cast Iron Upright Pole		70	
0014	16' Cast Iron Upright Pole With Traffic Signal		25	
0015	18' Cast Iron Upright Pole		10	
0016	18' Cast Iron Upright Pole With Traffic Signal		5	
			<b>270</b>	
0017			<b>270</b>	
0018	<b>GRAND TOTAL</b>		<b>800</b>	

**B.4.2 Option Period 1**

Price Schedule  
OPTION 1

CLIN	DESCRIPTION	Price Per Unit	Estimated Quantity	Extended Price Per Unit
<b>10 POLES PER DAY</b>				
0001	716 STEEL PENDANT POLE		40	
0002	716 STEEL PENDANT POLE WITH TRAFFIC SIGNAL		10	
0003	5A/3A STEEL ALLEY POLE		20	
0004	30' STEEL PENDANT POST		350	
0005	30' STEEL PENDANT POST WITH TRAFFIC SIGNAL		60	
0006	TWIN-20 STEEL UPRIGHT POLE		40	
0007	TWIN - 20 STEEL UPRIGHT POLE WITH TRAFFIC SIGNAL		10	
			<b>530</b>	
0008			<b>530</b>	

<b>3 POLES PER DAY</b>				
0009	13' Cast Iron Upright Pole		70	
0010	13' Cast Iron Upright Pole With Traffic Signal		10	
0011	14' Cast Iron Upright Pole		70	
0012	14' Cast Iron Upright Pole With Traffic Signal		10	
0013	16' Cast Iron Upright Pole		70	
0014	16' Cast Iron Upright Pole With Traffic Signal		25	
0015	18' Cast Iron Upright Pole		10	
0016	18' Cast Iron Upright Pole With Traffic Signal		5	
			<b>270</b>	
0017			<b>270</b>	
0018	<b>GRAND TOTAL</b>		<b>800</b>	

**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 (TOA) is seeking a contractor to clean and paint streetlight and traffic poles throughout the District.

**C.1.1.** 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.1.2.** The contractor shall use wet paint for all cast iron and steel pole in this contract (Older Cast Iron Poles may contain Lead Based Paint.). This section amends Section 614.33 paragraph B, F-3 and F-4 (page 437 and 438): all surfaces shall be painted with one (1) coat of primer and one (1) finish coat of Duron Duraclad 12 series, or approved equal, the color to match appropriate Federal Color Chip as directed by Engineer. (Caution: refer to 614.33 paragraph A and 707.04 paragraph A)

**C.1.3.** The contractor shall 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).

**C.1.4.** Containing the work Area

- A.** Advance Notice- When necessary, contractor will place “No parking Signs” 48hours prior to performing work.
- B.** Advance Warning Signs- Post signs approximately 20 feet from work area to prevent entry of personnel not working on the project and not wearing protective clothing and respirators.
- C.** Temporary Traffic Control Manual- Contractor will configure and layout traffic control plan with safety devices such as signs, cones, drums and other devices used to regulate, warn or guide pedestrian safety.
- D.** Place a drop cloth of polyethylene on the ground directly under the area of the paint to be removed. Place it securely to the ground to ensure that no lead dust or chips get under the polyethylene.

- E. While removing paint chips utilize the HEPA vacuum to clean any debris as you remove. Do not wait until the job is completely finished, clean as you remove debris, maintaining a neat and clean job site.
- F. After removal clean all surfaces of visible dust with the HEPA vacuum and wet wipe the area thoroughly.
- G. Upon completion of pole painting, barricade pole using caution tape and safety devices. Along with clearly visible signage indicating “Wet Paint”, until paint dry.

**C.1.5. Protection of neighborhood residents and their pets.**

Protect all adjacent areas from paint droppings, splatter and pedestrian traffic by utilizing plastic cones around work area with caution tape. Put drop cloths at base of pole to collect paint chips, dirt grime, and debris and painting droppings.

**C.2. APPLICABLE DOCUMENTS**

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
1	<p><b>Standard Specifications for Highways and Structure (Gold Book 2013)</b>  <b>614.33 “Clean and Paint Streetlight Pole”</b>  <b>707.04 “Environmental Protection”</b>  <a href="http://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DDOT_StandardSpecificationsHighwaysStructures_2013.pdf">http://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DDOT_StandardSpecificationsHighwaysStructures_2013.pdf</a></p>

**C.3. DEFINITIONS**

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

**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 many are rusted and have peeling paint. The District has had an increased request for streetlight pole repairs citywide. The

poles consist of 30' pendant pole, transformer base and arm, 716 pole and transformer base steel and number 13, 14, 16, 18, and Twin 20 cast Iron poles.

## **C.5 PERMITS, LICENSES AND CERTIFICATES**

**C.5.1** The contractor shall apply and obtain all permits, certificates, and licenses required from the Permit Processing Division, 1100 4th Street SW Washington, DC 20024.

**C.5.1(a)** The Contractor shall ensure to allot sufficient time to obtain the required authorizing documents to ensure no delay in the commencement of work. If the Contractor experiences any difficulty in obtaining a permit, it shall immediately request assistance from the CA.

**C.5.1(b)** The District will require the Contractor to obtain the following permits:

Permits

**C.5.1(b)1** Public Space - to work in, or to occupy

**C.5.1(b)2** Signs and Temporary Fences

**C.5.1(b)3** For work on Sunday and/or after 6:00 p.m. on weekdays

**C.5.1(b)4** No Parking Signs

**C.6** 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:

**C.6.1** Contractor shall have copies of corresponding traffic control plans at the corresponding work sites at all times, along with a copy of the blanket permit.

**C.7** The Contractor's personnel shall 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.8** There will be a number of techniques for monitoring Contractor performance (described in Section E). The Contractor shall keep a daily log of activities underway and completed, which will be reviewed by a DDOT/TOA CA assigned to oversee the contract. During the performance period, the CA will conduct a field review of the streetlight and traffic pole inventory to be cleaned and painted, noting their condition.

- C.9** 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.
- C.10** 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.
- C.11** The Contractor shall prepare records evidencing all inspections made under the system and the outcome. The Contractor shall keep complete records and be prepared to make available to the District during contract performance. 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.
- C.12** The Contractor shall correct any areas not considered satisfactory by the District's Engineer at no additional expense to the District.
- C.13** The Contractor shall 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.
- C.14. Daily Monitoring**
- C.15.1.** The Contractor shall maintain a daily log for the project, which is available to CA daily. The CA will track the daily activities to ensure project is performed as intended. The log must contain information regarding:
- C.15.1(A).** Electronic photograph of before paint and after paint of each pole;
  - C.15.1(B).** Activities of each Contractor's crew, including where work is scheduled to be performed;
  - C.15.1(C).** Unusual or unexpected conditions uncovered in the course of work and actions taken to resolve;
  - C.15.1(D).** Incidents involving safety either of the general public or Contractor work forces.

- C.15.1(E).** Complaints or issues received from the general public for which Contractor response is required and actions taken to resolve;
  - C.15.1(F).** Situations when coordination among District personnel, utility operations, and others whose work impacts the assets under this contract.
- C.16** The contractor shall be required to provide, in the format specified, the following deliverables for submission to the CA.
- C.16.1** Staffing Plan:  
Within seven (7) days from the Contract Award Date, the Contractor shall submit an electronic copy of a Staffing Plan defining the key staff for the project. Other information that must be included in the staffing plan includes:
- C.16.1(A)** Location of primary office to centralize project activities;
  - C.16.1(B)** Location of resources (offices, equipment, manpower, and materials);
  - C.16.1(C)** Proposed plan for material inventory and timely supply.
  - C.16.1(D)** Proposed plan for communication and coordination among the staff and DDOT;
- C.16.2** 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.).
- C.16.3** 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:
- C.16.3.1** Activities of the Contractor's crews, including the locations where work is performed;
  - C.16.3.2** Unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and

**C.16.3.3** Incidents involving safety either of the general public or Contractor work forces.

**C.16.4** 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.

**C.16.4 (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 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.

**C.16.4 (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 location, and type of pole, and shall be submitted electronically by email. The Contractor must Email the daily schedule information to the 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.16.5** During the course of the project, the Contractor shall be required to attend project meetings, both regularly scheduled meetings, and meetings on special topics.

**C.17** The District agrees that it will purchase its requirements of these services for the cleaning and painting of the street poles included herein from the Contractor. The estimate quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit

the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.

- C.18** Delivery or performance shall be made only as authorized in accordance with the Ordering clause. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- C.19** There is a maximum limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- C.20** Any order for repair or replacement issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after date of award.
- C.21** In its bid, the Contractor's proposed fixed unit prices and firm fixed prices for each CLIN shall be fully loaded, including all overhead elements and profit, if any.

**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. INSPECTIONS**
- E.2.1.** DDOT, DDOE, USDOE USDOT or other District Agencies may perform inspections.
- E.2.2.** The CA or his or her designee will regularly inspect the Contractor's material supplies to ensure that they are adequate.
- E.2.3.** 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.3. INSPECTION OF SUPPLIES:**
- E.3.1.** 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.3.2.** 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.3.3.** 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.3.4.** 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.3.5.** 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.3.6.** 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.3.7.** 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.3.8.** 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.3.9.** 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.3.10.** 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.3.11.** 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.4.** 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.

**SECTION F - PERIOD OF PERFORMANCE AND DELIVERABLES****F.1. TERM OF CONTRACT**

This is a requirements contract. The term of the contract shall be for a period of a one **(year) base** and a one **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 period 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) 2 years.

**F.3. DELIVERABLES- next page**

**DELIVERABLES  
BASE YEAR**

CLIN	DELIVERABLE	REFERENCE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE (FROM AWARD DATE)
<b>10 POLES PER DAY</b>					
0001	716 STEEL PENDANT POLE	C.1.1	40	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	716 STEEL PENDANT POLE WITH TRAFFIC SIGNAL	C.1.1	10	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	5A/3A STEEL ALLEY POLE	C.1.1	20	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	30' STEEL PENDANT POST	C.1.1	350	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	30' STEEL PENDANT POST WITH TRAFFIC SIGNAL	C.1.1	60	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	TWIN-20 STEEL UPRIGHT POLE	C.1.1	40	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	TWIN - 20 STEEL UPRIGHT POLE WITH TRAFFIC SIGNAL	C.1.1	10	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
			<b>530</b>		
0001		C.1.1	<b>530</b>		53 DAYS
<b>3 POLES PER DAY</b>					
0002	13' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	13' Cast Iron Upright Pole With Traffic Signal	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	14' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	14' Cast Iron Upright Pole With Traffic Signal	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	16' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	16' Cast Iron Upright Pole With Traffic Signal	C.1.2	25	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	18' Cast Iron Upright Pole	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	18' Cast Iron Upright Pole With Traffic Signal	C.1.2	5	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
			<b>270</b>		
0002		C.1.2	<b>270</b>		90 DAYS
0002	<b>GRAND TOTAL</b>	C.1.2	<b>800</b>	<b>TOTAL</b>	<b>143 DAYS</b>
0003	STAFFING PLAN	C.16.1		ELECTRONIC DOCUMENT	7 DAYS
0004	SAFETY PLAN	C.16.2		DOCUMENT	7 DAYS
0005	DAILY LOG	C.15.1		ELECTRONIC DOCUMENT	180 DAYS
0006	REPORTS/ ACCOMPLISHMENT	C.16.4		MEMORANDUM	WEEKLY
0007	REPORTS/ WORK PLAN	C.1.3		ELECTRONIC DOCUMENT	DAILY
0008	PROJECT MEETINGS	C.16.5		ATTENDANCE	WEEKLY

**F.4 Option 1**

OPTION 1

CLIN	DELIVERABLE	REFERENCE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE (FROM AWARD DATE)
<b>10 POLES PER DAY</b>					
0001	716 STEEL PENDANT POLE	C.1.1	40	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	716 STEEL PENDANT POLE WITH TRAFFIC SIGNAL	C.1.1	10	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	5A/3A STEEL ALLEY POLE	C.1.1	20	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	30' STEEL PENDANT POST	C.1.1	350	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	30' STEEL PENDANT POST WITH TRAFFIC SIGNAL	C.1.1	60	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	TWIN-20 STEEL UPRIGHT POLE	C.1.1	40	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
0001	TWIN - 20 STEEL UPRIGHT POLE WITH TRAFFIC SIGNAL	C.1.1	10	POLE COMPLETELY PAINTED AND/OR CLEANED	53 DAYS
			<b>530</b>		
0001		C.1.1	<b>530</b>		53 DAYS

<b>3 POLES PER DAY</b>					
0002	13' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	13' Cast Iron Upright Pole With Traffic Signal	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	14' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	14' Cast Iron Upright Pole With Traffic Signal	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	16' Cast Iron Upright Pole	C.1.2	70	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	16' Cast Iron Upright Pole With Traffic Signal	C.1.2	25	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	18' Cast Iron Upright Pole	C.1.2	10	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
0002	18' Cast Iron Upright Pole With Traffic Signal	C.1.2	5	POLE COMPLETELY PAINTED AND/OR CLEANED	90 DAYS
			<b>270</b>		
0002		C.1.2	<b>270</b>		90 DAYS
0002	<b>GRAND TOTAL</b>	C.1.2	<b>800</b>	<b>TOTAL</b>	<b>143 DAYS</b>
0003	STAFFING PLAN	C.16.1		ELECTRONIC DOCUMENT	7 DAYS
0004	SAFETY PLAN	C.16.2		DOCUMENT	7 DAYS
0005	DAILY LOG	C.15.1		ELECTRONIC DOCUMENT	180 DAYS
0006	REPORTS/ ACCOMPLISHMENT	C.16.4		MEMORANDUM	WEEKLY
0007	REPORTS/ WORK PLAN	C.1.3		ELECTRONIC DOCUMENT	DAILY
0008	PROJECT MEETINGS	C.16.5		ATTENDANCE	WEEKLY

**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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

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

Name: District Department of Transportation  
 Address: Office of the Controller/Agency CFO  
 Reeves Center  
 2000 14<sup>th</sup> Street, NW 6<sup>th</sup> flr  
 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 Agency Chief Contracting Officer;
  - D.** The CA will provide Application for Payment.
  - 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

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

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

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

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

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

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

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

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

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

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

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

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

**G.6.3 Subcontract requirements**

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

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

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

*William Sharp, Contracting Officer  
District Department of Transportation  
Office of Contracting and Procurement  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Phone: (202) 671-2270*

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

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

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

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

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

**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

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

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

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

**G.9.2** The address and telephone number of the COTR 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.9.3** The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE**

**G.10.1** The Contracting Officer shall issue any supplies and services to be furnished under this contract either ordered by issuance of delivery orders or task orders. Such order may be issued from date of award through one year thereafter.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or electronic commerce methods only if authorized in the Schedule.

## **SECTION H- SPECIAL CONTRACT REQUIREMENTS**

### **HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4281 Rev. 3 dated 4/8/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record

maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% District Residents New Hires Requirements and First Source Employment Agreement**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that:

**H.5.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the First Source Register; and

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

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

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

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

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

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

**H.5.6.2** Submit a request to the CO for a waiver of compliance with its Employment Agreement, which must include the following documentation:

- (a)** Material supporting a good faith effort to comply;
- (b)** Referrals provided by DOES and other referral sources; and
- (c)** Advertisement of job openings listed with DOES and other referral sources.

**H.5.7** The CO may waive the provisions of its Employment Agreement if the CO finds that:

**H.5.7.1** DOES has certified that the contractor has demonstrated a good faith effort to comply;

**H.5.7.2**

- (a) The Contractor is located outside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;
- (b) None of the contract work was performed inside the Washington Standard Metropolitan Statistical Area;
- (c) The contractor published each job opening or part-time work needed for seven (7) calendar days in a District newspaper of city-wide circulation; and
- (d) DOES certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have the means to travel to the onsite job; or

**H.5.7.3** The Contractor enters into a special workforce development training or placement arrangement with DOES.

**H.5.8** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.9** If the contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the contractor fails to meet its hiring requirements.

**H.5.10** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

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

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

**H.5.13 AUDITS, RECORDS AND RETENTION**

**H.5.13.1** 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.5.13.2** 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.5.13.3** 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.5.13.4** 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.5.13.5** 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.5.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.14 DISTRICT RESPONSIBILITY**

**H.14.1** 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.14.2** 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.14.2.1** The District will not purchase any excess material from the contractor at the end of the contract period.

**H.14.2.2** The District will inspect the procedure and pole painting process and will assist the contractor in locating the poles as needed.

**H.14.2.3** The District will specify the pole paint color.

## **H.15 CONTRACTOR RESPONSIBILITIES**

**H.15.1** 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.15.2** All work will be performed by individuals qualified to accomplish it (per Section C), and to the highest level of workmanship standards set or maintained by the industry.

**B.15.3** 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.15.4** 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.15.5** 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.15.6** The contractor shall file and follow all requirements called for Permits by the DDOT.

**H.16 SUBCONTRACTING**

**H.16.1** This Special Provision modifies Section 108.01 of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009. (see **Section I.7**)

**H.16.2** The subcontractor approval request form included in Section J.1 should be used to request approval of subcontractors on this project. The form should be completed for each subcontractor requested for approval and submitted to:

Attention: Contracting Officer  
Department of Transportation  
55 M Street, S.E., 7th Floor  
Washington, D.C. 20003

**SECTION I- CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

District of Columbia Department of Transportation Standard Specifications for Highways and Structures 20013 (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.

- 1.5.3** 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 of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (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.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 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.

**1.8.3 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:

William Sharp, Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Phone: (202) 671-2270  
E-mail Address: william.sharp@dc.gov

**I.9 BONDING:**

The Contractor shall provide Bid Bond, Performance and Payment Security.

**I.9.1 Bid Bond:** A bid bond in the amount of 5% is required (see Section L). Failure to submit bid bond may result in a bid being deemed unresponsive.

**I.9.2 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 IFB, 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 IFB 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.9.3 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.9.2.

**J. LIST OF ATTACHMENTS AND MAPS AND LOCATIONS**

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	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 <i>District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2013</i> , incorporated by reference only (accept where amended).
<b>J.2</b>	The inspection and acceptance requirements for the resultant contract shall be governed by the General Provisions for Article 12, Inspection and Acceptance of the <i>District of Columbia Department of Transportation standard Specifications for Highways and Structures 2013</i> , incorporated by reference (accept where amended).
<b>J.3</b>	Wage Determination No. 2015-4281, Revision No. 3, dated 4/8/2016 issued by the U.S. Department of Labor in accordance with the Service Contract Act.
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

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

**K.1** Bidder/Offeror Certifications available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

**SECTION L: 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.

**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, 4<sup>th</sup> 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.

L.2.2 Include with your bid submission a Bid Bond, Performance Bond, Payment Bond, Bidder/Offeror Certification Form, Tax Certification Affidavit, and Certification Package.

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

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

L.2.5 The 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 July 21, 2016 as specified in Section A.9.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

An offeror 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 bid opening 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**

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.