

SOLICITATION, OFFER, AND AWARD			1. Caption:			Page of Pages							
			Storm Water Management System			1	40						
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market					
		DCKT-2009-B-0080		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		6/12/2009		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside					
7. Issued By:				8. Address Offer to:									
Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 6th Floor Washington, DC 20009				Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW, 3rd Floor Washington, DC 20009									
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"													
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>16-Jul-09</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					
		Calvin L. McFadden, CPPB			(Area Code) 202		(Number) 671-0484		(Ext)		calvin.mcfadden@dc.gov		
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OFFER													
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 %		___ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date			
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract									
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature			18. Offer Date				
(Area Code)	(Number)	(Ext)											
AWARD (TO BE COMPLETED BY GOVERNMENT)													
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation							
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date						



SECTION B – SUPPLIES OR SERVICE AND PRICE/COST

B.1 The District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Public Works (“the District”) is seeking a contractor to provide labor, materials, supervision, and equipment to design and implement a Storm Water Management System (SWMS), inclusive of paving and striping of the District’s Vehicle Impoundment Lot, located at 5001 Shepard Parkway, S.W., Washington, DC.

B.1.1 The District contemplates award of a firm-fixed price contract. The District will pay the contract a lump sum price for the satisfactory completion of all work.

B.2 PRICE SCHEDULE

The price below includes the cost of all materials, permits, labor, management, supervision, over-head and profit.

Contract Line Item Number (CLIN)	Description	Unit	Price
0001	Design and Installation of a Storm Water Management System at the District’s Vehicle Impoundment Lot	job	

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District requires a contractor to bring the District's Impoundment Lot into compliance with the minimum standards of the District Storm Water Management Authority (DSWMA) and in accordance with codes and regulations of the responsible oversight agencies, for this project, which includes:

- (1) U.S. Environmental Protection Agency (EPA)
Web site: www.epa.gov
- (2) District's Department of Environmental (DDOE)
Web site: www.ddoe.dc.gov
- (3) District 's Department of Health
Web site: www.dchealth.dc.gov
- (4) District's Department of Consumer and Regulatory Affairs (DCRA)
Web site: www.dkra.dc.gov
- (5) District's Department of Transportation (DDOT)
Web site: www.ddot.dc.gov
- (6) District Storm Water Management Authority
Web site: www.stormwaterauthority.org/regulatory_data/state

C.2 BACKGROUND

The District's Abandoned Vehicle Operations (AVO) is responsible for the removal of abandoned and junk vehicles from public and private properties located in the District of Columbia. Removed vehicles are stored at AVO's Impoundment Lot (Lot) pending being reclaimed by the owner or disposed of as scrap. The Lot is 70% asphalt millings and 30% of it is paved, which was not equipped with a Storm Water Management System (SWMS) during the initial construction.

To enable the Lot to be brought into compliance with the Environmental Protection Agency (EPA) and local regulatory agencies guidelines, it must be retrofitted with a SWMS to prevent rain paddles build up on the surface to mix with pollutants that flows from the Lot and contaminates the surrounding areas.

Due to the close proximity to the Potomac River (river) and its tributaries, pollutants leaking from vehicles flows directly into the river and its surrounding areas in violation of both local and federal guidelines. The implementation of a SWMS would bring the Lot into compliance with minimum standard as specified by both federal and local guidelines, through eliminating the flow of harmful environmental pollutants deposited on the Lot from contaminating the river and surrounding areas. The grading of the Lot

would create a slope that would enable any liquid (oil, storm water, antifreeze, etc.) from the vehicles to be forced into the newly installed drains, which gravity will feed into the new oil water separator to capture impurities and allow only acceptable water to flow into WASA storm water drain.

C.3 REQUIREMENTS

- C.3.1 The contractor shall design a Storm Water Management System that will meet the requirements of the agencies listed in C.1 above.

- C.3.2 The contractor shall submit the design and project schedule for approvals prior to commencing site work. The contractor shall obtain all required design, schedule and installation approvals from each respective agency. The Water and Sewer Authority (WASA), Department of Public Works (DPW), Department of Consumer and Regulatory Affairs (DCRA) and DSWMA. In addition, the contractor shall obtain approval, from the COTR or his designated tester, for all materials to be used prior to installation.
 - C.3.2.1 The COTR will render final approval of both the design and the schedule. The schedule shall be coordinating with the Parking Enforcement Management Administration, AVO's Lot manager.

 - C.3.2.2 The COTR will be responsible for approving all materials for this project through the use of a third party tester, as per DOT standards of road paving.

- C.3.3 The contractor shall obtain all required permits for completion of this project.

- C.3.4. The contractor shall remove and dispose of all unsuitable and contaminated soil in accordance with DDOE, DOH, DDOT and EPA's guidelines.

- C.3.5 The contractor shall backfill and compact the area with approved materials.
 - C.3.5.1 The finish grade soil shall have a final compaction of 90% compaction, and a minimum of two inches of finish top coat compaction to 98% compaction.

- C.3.6 The contractor shall install the base and finish asphalt coats in accordance with the DDOT specifications.
 - C.3.6.1 The contractor shall apply two coats of DDOT approved top coating of all asphalt to seal the finish coating of the asphalt.

- C.3.7 The contractor shall grade the entire twelve and one half acre site in accordance with the approved SWMS design to ensure storm water is flowing to the installed drains during

precipitation. The design and installation shall be such so that there are no visible puddles one hour after precipitation ends on the finished surface. Once the final coat of asphalt has been laid, and one (1) hour after a rain fall the COTR will visually inspect the lot. If there are no puddles and the surface is satisfactory the COTR will deem the project successfully completed. If not, the contractor shall correct any noted the deficiencies.

C.3.8 The contractor shall provide striping and finishing, curbing, clean-up and final punch list completion.

C.3.8.1 Striping and traffic flow indicators of the entire 12.5 acre site shall be in accordance with the Department of Public Works (DPW) accepted layout and DDOT accepted reflective highway paint.

C.8.2 Curbing shall be in accordance with DSWWA approved plan and shall meet DDOT guidelines and standards for highway curbing.

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SECTION D
PACKING, PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract will be Governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007.

- E.2** The COTR or any local or federal officials may inspect the progress on the work on a daily basis to ensure that the contractor is complying with established codes and regulations governing the project. Compaction results will inspected and approved minimally by the COTR in accordance with DOT regulations.

- E.3** The COTR will conduct the finally inspection for approval. The COTR will present the final punch list to the contractor in writing within one (1) week of sufficient precipitation after the final top coat is applied.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The contractor shall commence work within ten (10) calendar days after receipt of the contract award date. The contractor shall start and complete all the work in strict accordance with the approved project schedule. The contractor shall complete all the work within one hundred and twenty (120) calendar days of the notice to proceed.

F.2 DELIVERABLES

The contractor shall submit the following deliverable to the COTR unless otherwise noted.

CLIN	Deliverable	Qty.	Format/Method of Delivery	Due Date Verify
0001	Design	1-copy each	One full scale, one miniature scale and a CD-ROM	Prior to commencing work at the site
0002	CPM Schedule	1-copy each	Hard-Copy and CD-ROM	Prior to commencing work at the site
0002	DCRA Permit	1- copy each	Original Copies to be on site	Prior to commencing work at the site

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Office of the Chief Financial Officer
Customer Care Division
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Phone: (202) 671-2300

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

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

G.2.2.2 Contract number and invoice number;

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

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor under this contract after:

- a) Completion and acceptance of all work; **and**
- b) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

James Roberts
Office of Contracting and Procurement
Transportation and Specialty Equipment Group
2000 14th Street, NW
Washington, DC 20009
(202) 671-2200

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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

G.9.1 The COTR 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 COTR 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 COTR for this contract is:

Robert Garrett
Department of Public Works
Facility Management
2000 14th Street
Washington, DC 20024
Telephone: (202) 673-6757

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The 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: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 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 reliability 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.3 PROTECTION OF PROPERTY:

The Contractor shall protect existing public and private including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The contractor shall replace cracked slabs.

H.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.6 RESERVED

H.7 RESERVED

H.8 MATERIALS AND WORKMANSHIP

H.8.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.8.2 In the absence of specific requirements for installation of a material or product, the contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed installation and recommendations.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.10. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

- H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** The Contractor shall provide a copy of the Fact Sheet (Attachment J.!.2) to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
 - H.9.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.9.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.9.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.9.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.9.8.5 Contracts or other agreements that provide trainees with additional Services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.9.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.9.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- H.9.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- H.9.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 DEPARTMENT OF LABOR WAGE DETERMINATION

The contractor shall be bound by the Wage Determination No. 2005-2104 Revision No.10 dated May 16, 2009, issued by the U.S. Department of Labor in accordance with the Services Contract Act (41 U.S.C. 351 et seq. and incorporated herein as **Attachment J.1.1** of this solicitation. The contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option period and the contractor may be entitled to an equitable adjustment.

H.11 EXISTING CONDITIONS (WHERE APPLICABLE)

H.11.1 The contractor shall verify by actual measurement existing work required to connect with work now in place before the contractor commence actual work at the site. The contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

H.11.2 The contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

H.12 EROSION AND POLLUTION CONTROL

H.12.1 The contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of health Regulations of the District of Columbia.

H.12.2 The contractor shall take such measures, as determined to be adequate in the opinion of the contracting officer, which will prevent soil erosion from the site in question.

H.12.3 The contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

H.12.4 The contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

H.13 UTILITY CONNECTIONS AND SERVICES

The contractor shall be responsible for locating all existing utilities and performing the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price bid.

H.14 DEBRIS AND CLEANING

H.14.1 The contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazard.

H.14.2 Upon completion of the work, the contractor shall remove all equipment; salvaged material provided for the work (except any materials that are to remain the property of the government of the District of Columbia as provided in the specifications) and leaves the premises in a neat clean condition satisfactory to the COTR at the site.

H.15 CONFLICT OF INTEREST

H.15.1 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 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.15.2 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.16 LIQUIDATED DAMAGED

Liquidated damages, \$750.0 per day. Liquidated damages shall be assessed based on the number of vehicles impounded on short and long term bases on average per day, 70-80, multiple by the amount charged per day, \$20.00, for storage of the vehicle. This construction project shall be accomplished while the impoundment lot is in operation and at no time will the project encompass more than fifty percent (50%) of the total lot to allow for the operation to continue.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 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 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 will have the right to review and approve prior to its execution by the

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

Contractor's work and services required hereunder.

I.7 INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations

performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and

non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. **Workers' Compensation Insurance.**

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.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. **DURATION.** Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

D. 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 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Wage Determination No.2005-2104, Revision No. 10

J.1.2 Living Wage Fact Sheet

J.1.3 Living Wage Notice

J.1.4 Picture

J.2 INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)

J.2.1 First Source Employment Agreement

J.2.2 Tax Certification Affidavit – OTR and DOES

J.2.3 E.E.O. Information and Mayor Orders 85-85

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);***
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as **Attachment J.2.2.**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.1.2 The District intends, but is not obligated to award a single contract from this solicitation to the responsive and responsible bidder who has/have the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: **Bid in Response to Solicitation No. DCKT-2009-B-0080.**

L.2.2 Bidders shall submit a lump-sum price for the entire project as well as a cost breakdown for the following:

Item Number	Description	Unit	Price
1	Design/Drawing	Lump Sum	
2	Permits	Lump Sum	
3	Grading	Lump Sum	
4	Unsuitable Soil Removal	2,000 tons	
5	Contaminated Soil Removal	3,000 tons	
6	Backfill	Lump Sum	
7	Compaction	Lump Sum	
8	4" base coat	Lump Sum	
9	2" finish coat	Lump Sum	
10	Surface seal	Lump Sum	
11	Striping/Traffic Indicators	Lump Sum	

L.2.3 Bidder must submit a copy of its current license to provide required services. Failure to submit this license will result in rejection of the bid.

- L.2.4** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.5** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.6** 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.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.4 INSPECTION OF SITE:

Bidders are cautioned to visit the sites of the proposed work to inspect and familiarize them with the extent of the work. Failure to comply with this caution or to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid, for withdrawal of bid, to relieve the contractor of any obligation under the contract, or for payment of extras under or revision of the contract. For inspection appointment, contact:

Robert Garrett
Department of Public Works
Facility Management
2000 14th Street
Washington, DC 20024
Telephone: (202) 673-6757

L.5 PRE-BID CONFERENCE:

A pre-bid conference will be held at 10:00 A.M. on June 23, 2009 at the Department of Public Works' Abandoned Vehicle Operation, 5001 Shepherd Parkway, SW,

Washington, DC 20032. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the SOLICITATION document as well as to clarify the contents of the SOLICITATION.

Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's Final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.6 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on the date as specified on page one of this solicitation.

L.7 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.8 LATE SUBMISSIONS , LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.8.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b. The bid or modification was sent by mail and it is determined by the

Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.8.2 Postmarks

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

L.8.3 Late Submissions

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

L.8.4 Late Modifications

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

L.8.5 Late Bids

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

L.9 MAIL OR DELIVER BID ORIGINAL AND TWO COPIES TO:

Department of Public Works
Office of Contracting & Procurement
2000 – 14th Street, NW, 3rd Floor
Washington, D. C. 20009
Telephone Number (202) 673-6880

L.10 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 bidders risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.11 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has questions relative to the solicitation, the prospective bidder shall submit the questions to the Contracting Officer in writing. The prospective bidder shall submit questions at least five (5) calendar days before the opening of bids. The District may not consider questions received less than five (5) calendar days before the date set for opening bids. The District will furnish promptly to all prospective bidders as an amendment to the solicitation, any information given a prospective bidder concerning the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. Oral communications shall not be binding.

L.12 FAILURE TO RESPOND TO SOLICITATION

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contract Specialist, Department of Public Works, 2000 – 14th Street, NW , 6th Floor, Washington, D.C. 20009 , Telephone No. (202) 671-04842389, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.13 BID PROTESTS

Any actual or prospective bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals 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 proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 – 14th Street, N.W., Suite 430, Washington, DC 20004. The aggrieved person shall mail a copy of the protest to the

Contracting Officer for the solicitation.

L.14 SIGNING BIDS AND CERTIFICATIONS

L.14.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.14.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Bidder shall complete and sign all Representations, Certifications and acknowledgements as appropriate. Failure to do so may result in a bid rejection.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

L.15.1 The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on Page 1, Section 14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.16 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's closing date.

L.17 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.17.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

- L.17.2** The District of Columbia is required by law to obtain such license, registration or 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.17.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.17.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

L.19 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M: EVALUATION FACTORS

**M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE
(SUPPLIES AND SERVICES)**

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “**Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005**” (the Act), Title II, Subtitle N, of the “**Fiscal Year 2006 Budget Support Act of 2005**”, D.C. Law 16-33, effective **October 20, 2005**, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an

enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**

- M.1.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.3 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.1.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

- M.1.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.4 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.5 **Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.6 **Vendor Submission for Preferences**

- M.1.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.1.6.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**
- M.1.6.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.1.6.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program**

DCKT-2009-C-0080

**441 Fourth Street, N.W., Suite 970N
Washington, DC 20001**

M.1.6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures.