

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages			
			Graffiti Removal Services			1	48		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		DCKT-2009-B-0098		<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		6/3/2009		<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, 3rd Floor Washington, DC 20009				Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 3rd Floor, Bid Room Washington, DC 20009					
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>2000 14th Street, NW, 3rd Floor, Bid Room, Washington DC</u> until <u>2:00PM</u> local time <u>6-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		
		Lucille Vest		(Area Code)	(Number)	(Ext)	<a href="mailto:lucille2.vest@dc.gov">lucille2.vest@dc.gov</a>		
				202	671-2328				
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 %		___ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number	
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			
James Roberts									
 Government of the District of Columbia			Office of Contracting & Procurement						

**SECTION B: SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group (the District) is seeking a contractor to provide Graffiti Removal Services for the Department of Public Works, Solid Waste Management Administration.

**B.2** The District contemplates award of an indefinite quantity, indefinite delivery contract for the services.

**B.2.1** Performance shall be made only as authorized by work orders issued in accordance with the Ordering Clause in Section C.2.1. The contractor shall furnish to the District, when and if ordered, the service specified in the Schedule up to and including the maximum quantity listed in CLIN No's 0001 through 0006B. The District Government will order at least the minimum quantity listed in CLIN No.'s 0001 through 0006B.

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

**B.2.3** Any work order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the work order. The contract shall govern the Contractor's and District's rights and obligations with respect to that work order to the same extent as if the work order were completed during the contract's effective period.

**B.3 PRICE SCHEUDULE**

**B.3.1 BASE YEAR**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Square Foot</b>	<b>Quantity Minimum</b>	<b>Total Price</b>	<b>Quantity Maximum</b>	<b>Total Price</b>
0001	Routine Graffiti Removal - Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$_____	2,500 sq. ft.	\$_____	20,000 sq. ft.	\$_____
0001A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
0001B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
0002	Routine Graffiti Removal - Painting up to 8 feet	\$_____	100 sq. ft.	\$_____	40,000 sq. ft.	\$_____

0002A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0002B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
0003	Routine Graffiti Removal – Chemical and other Cleaning up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0003A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0003B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
0004	Priority Graffiti Removal- Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$ _____	500 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0004A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0004B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
0005	Priority Graffiti Removal- Painting up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0005A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0005B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
0006	Priority Graffiti Removal-Chemical and other Cleaning up to 8 feet	\$ _____	200 sq. ft.	\$ _____	1,000 sq. ft.	\$ _____
0006A	Additional Cost for Working Between 8 and 35 feet above grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
0006B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
TOTAL AMOUNTS				\$ _____		\$ _____

**B.3.2 OPTION YEAR ONE (1)**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Square Foot</b>	<b>Quantity Minimum</b>	<b>Total Price</b>	<b>Quantity Maximum</b>	<b>Total Price</b>
1001	Routine Graffiti Removal - Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$_____	2,500 sq. ft.	\$_____	20,000 sq. ft.	\$_____
1001A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1001B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
1002	Routine Graffiti Removal - Painting up to 8 feet	\$_____	100 sq. ft.	\$_____	40,000 sq. ft.	\$_____
1002A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1002B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
1003	Routine Graffiti Removal - Chemical and other Cleaning up to 8 feet	\$_____	1,000 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1003A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1003B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
1004	Priority Graffiti Removal- Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$_____	500 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1004A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1004B	Additional Cost for Working between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
1005	Priority Graffiti Removal- Painting up to 8 feet	\$_____	1,000 sq. ft.	\$_____	5,000 sq. ft.	\$_____
1005A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____

1005B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
1006	Priority Graffiti Removal-Chemical and other Cleaning up to 8 feet	\$ _____	200 sq. ft.	\$ _____	1,000 sq. ft.	\$ _____
1006A	Additional Cost for Working Between 8 and 35 feet above grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
1006B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
TOTAL AMOUNT – OPTION YEAR ONE				\$ _____		\$ _____

**B.3.3 OPTION YEAR TWO (2)**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Square Foot</b>	<b>Quantity Minimum</b>	<b>Total Price</b>	<b>Quantity Maximum</b>	<b>Total Price</b>
2001	Routine Graffiti Removal - Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$ _____	2,500 sq. ft.	\$ _____	20,000 sq. ft.	\$ _____
2001A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2001B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
2002	Routine Graffiti Removal - Painting up to 8 feet	\$ _____	100 sq. ft.	\$ _____	40,000 sq. ft.	\$ _____
2002A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2002B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
2003	Routine Graffiti Removal – Chemical and other Cleaning up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2003A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2003B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____

2004	Priority Graffiti Removal- Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$ _____	500 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2004A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2004B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
2005	Priority Graffiti Removal- Painting up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2005A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2005B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
2006	Priority Graffiti Removal-Chemical and other Cleaning up to 8 feet	\$ _____	200 sq. ft.	\$ _____	1,000 sq. ft.	\$ _____
2006A	Additional Cost for Working Between 8 and 35 feet above grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
2006B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
TOTAL AMOUNT – OPTION YEAR TWO				\$ _____		\$ _____

**B.3.4 OPTION YEAR THREE (3)**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Square Foot</b>	<b>Quantity Minimum</b>	<b>Total Price</b>	<b>Quantity Maximum</b>	<b>Total Price</b>
3001	Routine Graffiti Removal - Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$ _____	2,500 sq. ft.	\$ _____	20,000 sq. ft.	\$ _____
3001A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3001B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
3002	Routine Graffiti Removal					

	- Painting up to 8 feet	\$ _____	100 sq. ft.	\$ _____	40,000 sq. ft.	\$ _____
3002A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3002B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
3003	Routine Graffiti Removal – Chemical and other Cleaning up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3003A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3003B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
3004	Priority Graffiti Removal- Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$ _____	500 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3004A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3004B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
3005	Priority Graffiti Removal- Painting up to 8 feet	\$ _____	1,000 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3005A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3005B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
3006	Priority Graffiti Removal-Chemical and other Cleaning up to 8 feet	\$ _____	200 sq. ft.	\$ _____	1,000 sq. ft.	\$ _____
3006A	Additional Cost for Working Between 8 and 35 feet above grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
3006B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
<b>TOTAL AMOUNT – OPTION YEAR THREE</b>				\$ _____		\$ _____

**B.3.4 OPTION YEAR FOUR (4)**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Square Foot</b>	<b>Quantity Minimum</b>	<b>Total Price</b>	<b>Quantity Maximum</b>	<b>Total Price</b>
4001	Routine Graffiti Removal - Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$_____	2,500 sq. ft.	\$_____	20,000 sq. ft.	\$_____
4001A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4001B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
4002	Routine Graffiti Removal - Painting up to 8 feet	\$_____	100 sq. ft.	\$_____	40,000 sq. ft.	\$_____
4002A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4002B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
4003	Routine Graffiti Removal – Chemical and other Cleaning up to 8 feet	\$_____	1,000 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4003A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4003B	Additional Cost for Working Between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
4004	Priority Graffiti Removal- Power Washing, Power Blasting, and/or Brush off Blasting up to 8 feet	\$_____	500 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4004A	Additional Cost for Working Between 8 and 35 feet above Grade	\$_____	100 sq. ft.	\$_____	5,000 sq. ft.	\$_____
4004B	Additional Cost for Working between 35 and 75 feet above Grade	\$_____	100 sq. ft.	\$_____	2,500 sq. ft.	\$_____
4005	Priority Graffiti Removal- Painting up to 8 feet	\$_____	1,000 sq. ft.	\$_____	5,000 sq. ft.	\$_____

4005A	Additional Cost for Working Between 8 and 35 feet above Grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
4005B	Additional Cost for Working Between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
4006	Priority Graffiti Removal-Chemical and other Cleaning up to 8 feet	\$ _____	200 sq. ft.	\$ _____	1,000 sq. ft.	\$ _____
4006A	Additional Cost for Working Between 8 and 35 feet above grade	\$ _____	100 sq. ft.	\$ _____	5,000 sq. ft.	\$ _____
4006B	Additional Cost for Working between 35 and 75 feet above Grade	\$ _____	100 sq. ft.	\$ _____	2,500 sq. ft.	\$ _____
TOTAL AMOUNT – OPTION YEAR FOUR				\$ _____		\$ _____

**SECTION C**  
**DESCRIPTIONS/SPECIFICATION/STATEMENT OF WORK**

**C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group on behalf of the Department of Public Works (the District), Solid Waste Management Administration is seeking a contractor to provide graffiti removal services including, but not limited to pressure washing, soda blasting, brush-off blasting, scraping, sanding, chemical removal and painting. The District requires graffiti to be removed from both public and private properties.

**C.1.1 APPLICABLE DOCUMENTS**

When performing services under this contract, the Contractor shall adhere to the standards in the following documents:

Item No.	Title	Date
1	OSHA, 29 USC §651	1970
2	District Standards for Highways and structures	1996

**C.1.2 DEFINITIONS**

- a) "ROUTINE" Graffiti Removal – scheduled work
- b) "PRIORITY" Graffiti Removal – gang tagging and special request from elected officials

**C.2 REQUIREMENTS AND SPECIFICATIONS:**

**C.2.1 Contractor Performance:**

**C.2.1.1** The Contractor and the District shall meet to discuss each job prior to commencing graffiti removal efforts. The purpose of this will be to generate and agreeable estimate on the square footage of the job and calculate the cost of removal based on unit prices specified in Section B.3 - Price Schedule.

**C.2.1.2** The Contractor shall be provided work orders with a prioritized route sheet on a periodic basis for all routine graffiti removal requests. The route sheet shall detail the location; type of structure, detail of work needed, and estimated size of each job that is to be completed. Commencement of the first item on the route sheet shall begin within five (5) business days of receipt, with sufficient personnel, equipment and materials to perform the requested services. Each item on the route

sheet shall be completed within two (2) business days from commencement, unless the work is of such scale or complexity that this is not possible. In such instances, the Contractor and Contracting Officer's Technical Representative (COTR) shall agree, in writing, to a deadline for completion of the particular job on the route sheet.

- C.2.1.3** Once the contractor has begun work, it shall proceed continuously and to the fullest extent possible except for interruptions caused by weather or delays authorized or ordered by the District. If approval is given to discontinue the work temporarily, the Contractor shall notify the COTR at least 24 hours in advance of resuming operations.
- C.2.1.4** The Contractor shall respond with sufficient personnel, equipment and materials to perform the requested service and commence work on all priority graffiti removal work order requests the next business day after receipt of the request. Priority requests shall be made in writing and contain location, type of structure, detail of work needed, and estimated size of the job. Work on priority requests shall be completed within two (2) business days of written notice unless the work is of such scale or complexity that this is not possible. In such instances, the Contractor and COTR shall agree, in writing, to a deadline for completion.
- C.2.1.5** The Contractor shall provide all personnel, tools, equipment, supplies, transportation, supervision and incidentals necessary to perform the graffiti removal.
- C.2.1.6** The Contractor shall provide equipment capable of reaching heights of a minimum of 75 feet to access graffiti above ground level.
- C.2.1.7** The Contractor shall designate an on-site contact person equipped with a Nextel radio or a compatible electronic form of communication, which will allow the District to communicate at all times with on site contractor employees for each location work is being performed, in the event immediate contact is necessary.
- C.2.1.8** The contractor shall bring all substrates, painted and non-painted up to the satisfaction of the District, to include matching paint colors.
- C.2.1.9** The Contractor shall protect all surfaces surrounding graffiti removal areas from being damaged; and shall ensure that all materials used in and to support the removal, including particles in the area resulting from removal efforts, be removed once the work is complete. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery shall be protected against damage or interrupted services at all times by the Contractor, during the term of the contract. The Contractor shall be held responsible for any damage

caused by negligence on the part of the Contractor or its employees, by reason of its operation on the property. If such damage does occur, the Contractor shall notify the COTR within one (1) hour of the occurrence.

- C.2.1.10** Failure to notify the COTR of damages occurring as per C.2.1.9 or C.2.1.10 above within on (1) hour of they occurrence may result in an assessment of liquidated damage in the amount of \$50.00 per occurrence.

**C.2.2 Contractor Quality Control Standards:**

- C.2.2.1** The Contractor shall use appropriate methods of covering or removing graffiti from the particular surface and conditions, such as water blasting, painting over, or chemical solvents; use chemical solvents approved by the District to remove graffiti from District property such as metal street light poles, traffic signs or traffic control boxes; use special paint for particular non-treated surfaces on District property such as light poles, underpasses, pedestrian tunnels when requested by the District.
- C.2.2.2** The Contractor shall neatly block the area that needs to be covered when using paint to remove graffiti and match the existing color of the surface whenever possible. In addition, the Contractor shall use drop cloths on all work assignments involving painting to protect the side walk and other areas from paint spillage.

**C.2.3 Safety Standards:**

- C.2.3.1** The Contractor shall ensure all personnel wear safety gear at all times when removing graffiti from any street, sidewalk, overpass, bridge, building, and wall. Safety gear includes, but is not limited to:
- a) Vest or uniforms with safety stripes
  - b) Clothing and gloves to protect personnel from spray and the chemicals used to remove graffiti
  - c) Waterproof and slip-resistant footwear
  - d) Safety goggles for anyone operating soda/water-blasting equipment
- C.2.3.2** The Contractor shall use barricades, 24” orange cones and signage to block off any street from which graffiti is to be removed. All pedestrian and traffic control measures that are used must be in compliance with the District Standards specification for Highways and Structure, 1996.
- C.2.3.3** The Contractor shall train its personnel in the operation of soda/water-blasting equipment.
- C.2.3.4** The Contractor shall sweep up and remove from the surface all residues that overflow onto the street or other surface.

**C.2.3.5** The Contractor services shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the services do not conform to OSHA standards, the District may require the services be redone at no additional expense to the District. In the event the Contractor fails to make the appropriate correction within one (1) week of receipt of the notice of violation, corrections) made by the District will be at the Contractor's expense.

**C.2.3.6** The Contractor shall ensure excess paint is disposed of properly.

**C.2.3.7** The Contractor shall not dispose of water used to clean paint tools in storm-drains, sidewalk, streets or gutters.

**C.2.4 Square Footage Estimate:**

The Contractor and the District shall meet to discuss each job prior to commencing graffiti removal efforts. .

**C.2.5 Weekly and Monthly Activity Reports:**

The Contractor shall submit to the COTR, a Weekly Report and a Monthly Report. The Weekly Report shall be due on Tuesday following each week period after the date of the contract award. The Monthly Report shall be due on the first Monday following the end of the calendar month after date of contract award. The reports shall include, but not be limited to the following:

**C.2.5.1** Weekly activity Reports shall include:

- A list of each location where work is performed
- Percentage completion of each job
- Type of materials and quantity of materials used on each job
- Square footage of each job
- Estimated cost of each job
- Nature of graffiti on each job
- Surface type of each job
- Service request number of each job

**C.2.5.2** Monthly Activity Reports shall include:

- Summary of weekly reports (cost estimate, quantities of materials, locations of work, % completed, square footage, service request numbers)
- Detail graffiti removal equipment availability/operability (what is broken down, how long was a piece of equipment broken down)

- Detail graffiti removal material availability (gallons of paint, abrasives, chemicals)
- Detail employee availability (how many employees were utilized, how many are available)
- Detail any unusual circumstances or incidents

**C.2.5.3** Report formatting shall be developed by the Contractor and approved by the COTR within five (5) days after contract award. Weekly Reports shall be in the form of an Excel Spreadsheet (Office 2000 or newer).

**C.2.6** The District reserves the right to request any Contractor employee performing work on this contract and not acting in compliance with the scope of work and to the satisfaction of the COTR, be removed from the contract and replaced within three (3) business day of such notice.

**SECTION D: PACKAGING AND MARKING**

N/A

## SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall 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 Contracting Officer Technical Representatives (COTR) or designee shall inspect all work in progress and witness the contractor in the performance of the required services.
- E.3** The Contractor shall notify the District when work is complete. The District will review and verify completion of work within two (2) business days of notification. Any work found to be non-conforming to the requirements enumerated herein shall be rejected. **The contractor shall take corrective measures within one (1) business day of the District's review. Failure to do so may result in the District completing the work and assessing liquidated damage to the Contractor.**
- E.4** The District reserves the right to inspect all equipment to be used in the course of performing work under this contract for quality, reliability, safety, and capability prior to award of the contract and at any time after award. **Equipment found to be deficient by the District may not be used in the course of performing work under this contract. If such equipment is used a liquidated damage may be assessed.**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

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

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

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

F.2.1 If the District exercises the option, the extended contract shall be considered to include this option provision.

F.2.2 The price for the option shall be as specified in the contract.

F.2.3 The total duration of this contract, including the exercise of any options under this clause shall not exceed five (5) years.

**F.3 DELIVERABLES**

<b>NO.</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001	Weekly Activity Report	1 original and 2 copies	Format shall be developed by contractor and approved by COTR five (5) days after contract award shall be mailed or hand delivered to COTR	Tuesday following each week period after approval of report format.
0002	Monthly Activity Report	1 original and 2 copies	Format shall be developed by contractor and approved by COTR five (5) days after contract award shall be mailed or hand delivered to COTR or designee	First Monday following each calendar month period after approval of report format.

**F.3.1**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

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

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices no more than twice a month.

All individual work orders shall be summarized to include vehicle number and VIN, Contract Line Item Number for all services, service date, odometer, hour meter (if applicable), description of service location of service and total amount. The individual work orders shall be rolled up into one single invoice. Hard copy invoices shall be mailed to the OCFO as provided below. Copies of invoices shall also be submitted electronically to the COTR. Invoices shall be submitted for each individual purchase order issued. The address of the CFO is:

Department of Public Works  
Office of the Chief Financial Officer  
Customer Care Division  
2000 14<sup>th</sup> Street, NW-6<sup>th</sup> Floor  
Washington, DC 20009  
(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 PAYMENT**

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

- a) Completion and acceptance of all work for each work order; 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 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 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 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.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 14<sup>th</sup> 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:

Dennis Butler  
Department of Public Works  
Solid Waste Management Administration

Street and Alley Cleaning Division  
2750 South Capitol Street, SE  
Washington, DC 20032  
Telephone: (202) 645-0804  
dennis.butler@dc.gov

**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.

#### **G.10 ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer or Contracting Officer's Technical Representative. Such orders may be issued during the term of this contract.
- b) 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.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **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 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social Security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.3.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside 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.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** 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.4.1.1** 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.4.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

#### **H.5 PROTECTION OF PROPERTY:**

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

**H.6 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.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 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.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** 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.8.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet (Attachment J.1.3) to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice (Attachment J.1.2) 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.8.6** 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.8.7** 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.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.8.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.8.8.2** 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.8.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.8.8.4** 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.8.8.5** 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.8.8.6** 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.8.8.7** 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.8.8.8** 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.8.8.9** 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.8.8.10** 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.8.9** 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.9 DEPARTMENT OF LABOR WAGE DETERMINATION**

The contractor shall be bound by the Wage Determination No. 2005-2103, Revision No.7 dated March 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.10 LIQUIDATED DAMAGES**

If, at any time, the contractor fails to comply with any of the requirements listed in this solicitation, the District may elect to perform the work and access liquidated damages in the following areas:

- (a) Work found to be non-conforming to the requirements enumerated herein shall be rejected. Failure to take satisfactory corrective measures within one (1) day of the District's review shall result in a liquidated damage of **\$100 per day** until corrective action is taken and the deficiency addressed.
- (b) Work on the first routine graffiti removal request on a route sheet is to commence within five (5) business days of receipt of the route sheet. Failure to commence work within five business days shall result in a liquidated damage to **\$100 per day** for each day work has not commenced.
- (c) Routine graffiti removal requests are to be completed within Two (2) business days of work commencement, unless otherwise agreed to in writing. Failure to complete the work in the specified timeframe shall result in a liquidated damage of **\$100 per day** being assessed for each day the work remains unfinished.
- (d) Priority graffiti removal requests are to be completed within two (2) business days of notice by the District. Failure to complete work within two (2) days shall result in a liquidated damage of **\$100 per day** for each day the work has not been satisfactorily completed.

- (e) Utilizing equipment found to be deficient by the District in the course of performing this contract shall result in a liquidated damage of **\$100 per occurrence**.
- (f) Failure to notify the COTR within one (1) hour of damages cause by the Contractor due to negligence on the part of the contractor or employees by reason of operation on the property shall result in a liquidated damage of **\$50 per occurrence. (See C.2.1.10)**
- (g) Failure to notify the COTR within one (1) hour of damages caused directly or indirectly by the Contractor as a result of non-compliance with the District Standards Specifications for Highways and Structures dated 1996 shall result in a liquidated damage of **\$50 per occurrence. (See C.2.1.11)**

## **SECTION I: CONTRACT CLAUSES**

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

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

### **I.2 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 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.8 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.

**I.9 INSURANCE**

**I.9.1 GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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.

**I.9.2 Certificate of Insurance Requirement.**

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

**I.9.3 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 limits per

occurrence; 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.

**I.9.4 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 limits per occurrence; 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.

**I.9.5 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: \$500,000 per accident for injury; \$5000,000 per employee for disease; and \$500,000 for policy disease limit.

**I.9.6 DURATION.** 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.

**I.9.7 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.

**I.9.8 Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract

expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.10.1.1** Furnish phase-out, phase-in (transition) training; and
  - I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.10.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.10.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
  - I.10.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.10.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.10.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.10.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENTS**

**J.1.1** Wage Determination No.2005-2103 REV (7)

**J.1.2** Living Wage Notice

**J.1.3** Living Wage Fact Sheet

**J.2 INCORPORATED ATTACHMENTS** (The following forms, located at

[www.ocp.dc.gov](http://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

**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.

## **K.7 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

If authorized by the bidder's(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contractor(s).

- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
  
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
			___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

\_\_\_\_\_  
Vendor Name

## **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 resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest evaluated bid price.

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

**L.2.1** Bidders shall submit a signed original and 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-0098**"

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

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

**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.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 the date indicated on page 1.

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

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

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

**L.6.1** 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; or
- 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.6.2 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.6.3 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.6.4 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.6.5 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.7 HAND DELIVERY OR MAILING OF BIDS**

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

Office of Contracting and Procurement  
Transportation and Specialty Equipment  
Commodity Group  
Bid Room (Reeves Center)  
2000 14<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor  
Washington, DC 20009

### **L.8 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.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 calendar days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 14 calendar days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contract Specialist, 2000 14<sup>th</sup> Street, NW 6<sup>th</sup> Floor, Washington, DC 20009, telephone (202) 671-2328, 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, Lucille Vest, 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.11 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.12 SIGNING OF BIDS**

**L.12.1** 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.12.2** 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 partner 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. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.13 ACCEPTANCE PERIOD**

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

## **L.14 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.14.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.14.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-

2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and District of Columbia license, registration or certification, if 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.14.3** 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.14.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

## **L.15 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.15.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.15.2** 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.15.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.15.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.15.5** Evidence of a satisfactory performance record, record of integrity and business ethics. .
- L.15.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.15.7** Evidence of the necessary vehicles and vehicle titles that will be used to perform the services requested in this contract.

- L.15.10** Bidders shall submit upon request prior to award its policies and procedures of a quality assurance plan that demonstrates its commitment to deliver consistent quality services. The Contractor must monitor and maintain a level of quality acceptable to COTR. Plan must use formal and quantifiable methods of application and measurement.
- L.15.12** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.15.13** 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.

## **L.16 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by following either of these methods (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page 1, No. 14; 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.17 BIDS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

## **L.18 PRE-BID CONFERENCE**

**L.18.1** Pre-bid conference will be held at 10:00 A.M. on November 25, 2008, at the Office of Contracting and Procurement, 2000 14<sup>th</sup> Street, N.W., Washington, D.C. 20009, Bid Room Third Floor. 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 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.

**L.18.2** 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 District'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.

**SECTION M - EVALUATION FACTORS**

**M.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.1.1 General Preferences**

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

- M.1.1.1** 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.1.1.2** 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.1.1.3** 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.1.1.4** 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.1.1.5** 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.1.1.6** 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.1.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** 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.1.2.2** 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.1.2.3** 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.1.2.4** 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.1.2.5** 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.1.2.6** 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.1.3 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.1.4 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.1.5 Vendor Submission for Preferences**

**M.1.5.1** 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.1.5.1.1** 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.1.5.1.2** 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.1.5.2** Any vendor seeking certification or provisional certification in order receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

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