

NOTICE TO BIDDER

This is a Open Market DCSS
 Set-Aside GSA

CORRESPONDENCE INFORMATION

All correspondence should be addressed to the Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, at the address indicated on page 1.

POINT OF CONTACT

All inquiries regarding this BPA should be referred to Ebony Elder, Contract Specialist, Ms. Hatcher, Supervisory Contract Spec. and Telephone No.202-671-2278.

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS
THE BIDDER REPRESENTS AND CERTIFIES THAT
(Check or complete all boxes or blocks).**

1. DELIVERY:

Bidder agrees to deliver within ___ days of the purchase order unless otherwise specified in this invitation on page ____.

2. DISCOUNT:

The prompt payment discount in accordance with Clause 13 of the General Conditions, shall be ___% for payment within ____ days.

3. SET-ASIDE MARKET BID:

If a Bidder has been issued a certificate of registration by the Department of Small and Local Business Development (DSLBD), enter the number of such certificate, whether or not this is a small business set-aside market contract.

NOTE: Only DSLBD certified firms are eligible for contracts placed in the small business set-aside market, under the provisions of the "The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1992"

Certificate Date _____
Certificate No. _____
Expiration Date _____

4. TYPE OF BUSINESS ORGANIZATION:

Bidder operates as _____ an individual, _____ a partnership, _____ a nonprofit organization, _____ a corporation, incorporated under the laws of the State of _____.

5. PAYMENT IDENTIFICATION NO:

Please list below applicable vendor information:

Federal Taxpayer ID _____

Legal Name of Entity
Assigned this Number _____

Street Address and/or _____
Mailing Address

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

**PAYMENT UNDER TERMS OF ANY BPA RESULTING FROM THIS SOLICITATION
WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL
TAXPAYER ID.**

INVITATION TO RESPOND
STATEMENT OF INTENT TO ESTABLISH
BLANKET PURCHASE AGREEMENTS

INVITATION NO: DCKA-2010-A-0213

CAPTION: Fabrication & Installation of Iron Tree Boxes

SECTION A: GENERAL REQUIREMENTS/CRITERIA FOR ACCEPTANCE

- A.1** The District of Columbia Government (District), District Department of Transportation (DDOT), Office of Contracting and Procurement (OCP) intends to execute a Blanket Purchase Agreement (BPA) for Fabrication & Installation of Iron Tree Boxes for use by the District. Suppliers shall provide all equipment, personnel, supervision and transportation required to perform the services or deliver the commodities.
- A.1.1** Provide a copy of license to do business in the District.
- A.1.2** Provide copy of certified Department of Small and Local Business Development (DSLBD) certification.
- A.1.3** Provide a copy of applicable licenses and/or industry certification necessary to perform the requirement.
- A.1.4** Submit Tax Certification Affidavit (Attachment I.3);
- A.1.5** If other than the manufacturer, the Supplier must submit with its response, either:
- A.1.5.1** A letter of commitment from the manufacturer which will assure the Supplier of a source of supply sufficient to satisfy the District's requirements for the agreement period, **OR**
- A.1.5.2** Evidence that the Supplier will have an uninterrupted source of supply from the manufacturer to satisfy the District's requirements for the agreement period.
- A.1.6** Provide a list of three (3) or more contracts/purchase agreements your organization has fulfilled in the past eighteen (18) months. This list shall include: 1) organization contracted with; 2) contact person, title and telephone number; 3) period of performance or delivery date; 4) supply and/or service delivered/performed.
- A.1.7** Price comparisons to determine reasonableness may be conducted for "like items" within a particular proposed schedule. Those prospective suppliers whose prices deemed fair and reasonable shall be awarded a BPA.
- A.1.8** Submit resumes, job titles and duties of the key personnel assigned to this contract with your bid.

A.1.9 Items A.1-A.1.8 above shall constitute a complete “qualification package”. Any supplier not submitting all of the documentation required above may be deemed non-responsive. However, because award of BPA’s will be based on competition within the responses, it is recommended that a supplier provide their best pricing.

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The District OCP, on behalf of the offices and administrations within the DDOT is seeking a contractor to provide Fabrication and Installation of Iron Tree Boxes.
- B.2** The District contemplates award of a Blanket Purchase Agreement with payments based on firm-fixed fully loaded hourly rates for the services specified in the schedule. The quantities specified are estimates only.

B.3 REQUIREMENTS

The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, in Section E. of this agreement. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any 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 order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.4 PRICE SCHEDULE-REQUIREMENTS

B.4.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit of measure	Estimated Quantity	Unit Price	Extended Price
CLIN 0001	Fabrication& installation of (3)three-sided wrought iron tree boxes	Linear Feet	3,400	\$_____	\$_____

B.4.2 OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Unit of measure	Estimated Quantity	Unit Price	Extended Price
CLIN 1001	Fabrication& installation of (3)three-sided wrought iron tree boxes	Linear Feet	3,400	\$_____	\$_____

B.4.3 OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Unit of measure	Estimated Quantity	Unit Price	Extended Price
CLIN 2001	Fabrication& installation of (3)three-sided wrought iron tree boxes	Linear Feet	3,400	\$_____	\$_____

B.4.4 OPTION YEAR 3

Contract Line Item No. (CLIN)	Item Description	Unit of measure	Estimated Quantity	Unit Price	Extended Price
CLIN 3001	Fabrication& installation of (3)three-sided wrought iron tree boxes	Linear Feet	3,400	\$_____	\$_____

B.4.5 OPTION YEAR 4

Contract Line Item No. (CLIN)	Item Description	Unit of measure	Estimated Quantity	Unit Price	Extended Price
CLIN 4001	Fabrication& installation of (3)three-sided wrought iron tree boxes	Linear Feet	3,400	\$_____	\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Office of Contract and Procurement, on behalf of DC Department of Transportation intends to request services for the fabrication and installation of (3) three-sided wrought iron tree boxes.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the BPA.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	Government	Standard Specifications for Highway and Structures 2005, Special Provision's that apply	Revised 2009

C.1.2 DEFINITIONS

Fabrication - definition of fabrication from BusinessDictionary.com: Manufacturing process in which an item is made (fabricated) from raw or semi-finished materials instead of being assembled from ready-made components or parts.

Manufacturing- definition-(Includes all steps necessary to convert raw materials components or parts into finished goods that meets customers' expectations or specification. Manufacturing commonly employs a man-machine setup with division of labor in a large scale production.)

C.1.2.1 Ornamental Street Tree Fence Specification

This ornamental iron fence specification is the Urban Forestry Administration's (UFA) standard for street tree fencing. The fence shall be installed by a licensed contractor for UFA approved streetscape development projects and meet or exceed the following specifications: ASTM A-787, ASTM A-653, ASTM A-607.

C.1.2.1.1 Materials:

1. **Posts - above grade:** 1" x 1" x 1/8" tubing, 18" in length
2. **Posts - below grade:** 3/4" solid steel bars, 18" in length
3. **Top rail:** 2" molded steel bars
4. **Mid rail:** 1" x 1/2" x 1/8" steel channel punched to accept pickets
5. **Bottom rail:** 1" x 1/2" x 1/8" steel channel punched to accept pickets
6. **Pickets:** 1/2" x 1/2" solid steel bars
7. **O-Rings:** 4 1/2" tubing
8. **Finish:** all materials are welded and primed with 1 coat of Red Oxide primer and 1 coat of Black Satin paint (Sumter Coating) mixed with primer

C.1.2.2 Fabrication and Installation:

1. Fence shall be 3-sided unless otherwise specified, open side facing the curb
2. Top-to-mid rail spacing – 5.75" o.c.
3. Mid-to-bottom rail spacing – 8" o.c.
4. Bottom rail shall sit approx. 3" above grade surface
5. Post-to-picket spacing – 5.25" o.c.
6. Picket-to-picket spacing – 5" o.c.
7. Space O-ring tubing according to picket and post locations; all O-rings shall be welded to adjacent pickets, posts, and rails
8. Weld 1" x 1" x 0.125" post tubing at ends and corners and weld an additional post along the length at mid-point. If tree box length exceeds 12', posts should be welded every 4' along length
9. To provide below grade support in concrete, weld 3/4" solid steel bars to all 1" x 1" x 0.125" post tubing
10. To deter seating weld 1" x 0.125" flat steel channel to 2" top rail

11. For existing tree boxes, openings must be measured prior to fabrication to ensure that fences will fit just inside the boxes and side panels must be fabricated with a setback of approx. 6" from back edge of existing curb to allow sufficient room for car doors to swing
12. For new tree boxes installations, fence dimensions shall be standardized based on length and width of proposed openings (e.g. 4' x 9', 6' x 10', etc.), however, the setback for the side panels shall remain consistent at 6" from back edge of curb to allow sufficient room for car doors to swing
13. Concrete footings shall be at minimum 6" wide by 18" deep and the concreting shall be performed in accordance with the manufacturer's specifications.
Requirements:
 - a) Strength: 3000 psi with a slump of 3
 - b) Air entrainment: 5% to 8%
 - c) Aggregate size: 3/4" max
 - d) Mortar compressive strength at 28 days: 32 MPa
 - e) Meets ASTM C 150, Type 1
14. Finished concrete shall be two (2) inches below existing grade and pitched to direct water away from posts

C.3 FABRICATION SERVICES

C.3.1 The Contractor shall provide support services to the (DDOT) Department of transportation, prior to performing any work, the contractor shall submit the qualification of the workers or subcontractor to the chief Engineer for approval.

C.3.2 The Contractor is responsible for transportation (and any related costs) of the material(s) to and from the location(s).

C.3.3 Services shall be performed by qualified, professional, experienced installer who possesses a high level of installation skills and proficiency in both the fabrication and installation services, specifically if, welder employed by the Contractor must be:

- a.) Knowledgeable of specialized vocabulary (terminology) in both English and the foreign language typically used in systems including, but not limited to transportation.
- b.) Knowledgeable of the Code of Professional Responsibility for Fabricator

- c.) Able to understand tree terminology as it relates to fabrication and installation of tree box covers, and the protection of trees during the installation;
- d.) Able to interpret in a manner that is factually and conceptually accurate without changes, omissions, or additions;
- e.) Able to preserve the tone and emotional level of the tree, as well as manage the delivery, speed and length of the installation (projection, pace and pausing) of the fabrication;
- f) Able to furnish and install protective tree guards of the rigid steel mesh type as indicated in the contract documents as directed by the engineer. The contractor is liable for replacement and repair of trees or compensations for trees damaged killed through neglect or failure to apply tree protection during fabrication and installation operations.

C.3.4 There is official licensing in the United States for general fabricator, therefore, the Contractor selected must be able to demonstrate through its past performance references professional experience in the field of fabrication and one or more of the following certifications and/or qualifications:

C.3.5 Contractor(s) are required to forward a copy of their certification(s) and resumes to DDOT.

SECTION D: DELIVERIES OR PERFORMANCE

D.1 TERM OF AGREEMENT

The term of this agreement shall be for a period of one year from the date of award specified on page 1 of the BPA.

D.2 OPTION TO EXTEND THE TERM OF THE AGREEMENT

The District may extend the term of this contract for a period of four (4), one (1) year option periods or successive fractions 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.

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

D.2.3 The price for the option period shall be as specified in the contract.

D.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

D.3 DELIVERABLES

D.3.1 On a per call basis, the Contractor shall provide consultation and planning assistance to requesting agencies for installation services to determine fabrication team requirements and equipment requirements. Incidental items may include equipment requirements. The Contractor is responsible for providing fabrication equipment, as needed. Each request will specify requirements for that assignment delivery. The Contractor will adhere to this specified delivery requirement.

D.3.2 The Supplier shall furnish a quarterly report, by agency, itemizing the dollar value of all hours under the agreement during the preceding 3-month period, to include any partial month. The dollar value of a sale is the price invoiced by the supplier to the user for products and services on a BPA, as recorded by the Supplier. The report is due 30 days following the completion of the reporting period to the District of Columbia, Office of Contracting and Procurement at the address listed in Paragraph E.5.1 or as specified at the time of award.

SECTION E: CONTRACT ADMINISTRATION

E.1 ORDERING INFORMATION

E.1.1 The District is not obligated to order any products, goods, commodities or services as a result of this invitation or any subsequent BPA's awarded hereunder. All orders will be placed in accordance with the terms of the agreement. There is no limit to the number of orders that may be placed pursuant to this BPA.

E.1.2 The supplier shall furnish to the District, when and if ordered, the supplies or services specified in the BPA. The District may issue orders requiring performance at multiple locations.

E.1.3 Any order issued during the effective period of this agreement and not completed within that period shall be completed by the supplier within the time specified in the order. The agreement shall govern the Supplier's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

E.1.4 For any agreement which results from this invitation:

E.1.5 The supplier will furnish supplies or services, if and when requested by the contracting officer during a specified period and within a stipulated total amount.

E.1.6 The District is obligated only to the extent that authorized purchases are ordered under the BPA.

E.1.7 The prices to the District shall be low or lower than those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

E.1.8 The dollar limitation for each resultant purchase under the BPA shall not exceed \$100,000.00.

E.2 INVOICES

E.2.1 Invoices shall be prepared and submitted to the address identified on each Purchase Order in accordance with the instructions delineated in the Purchase Order.

E.2.2 The format for the invoice shall, at a minimum, contain the following information:

- E.2.2.1** The name of Supplier, billing address and telephone number:
- E.2.2.2** The agreement number and purchase order number:
- E.2.2.3** Delivery Date;
- E.2.2.4** The unit price for each individual item/service and total dollar amount due; and
- E.2.2.5** The itemized list of materials/services delivered, to include part numbers.

E.3 DELIVERY ORDER PROCEDURE (SUPPLIES)

E.3.1 The District shall initiate procurements under this BPA by placing orders on an as needed basis. All ordering shall be accomplished by issuing a Purchase Order (PO) to the Supplier.

- E.3.1.1 Description of item(s)
- E.3.1.2 Name of Supplier
- E.3.1.3 BPA Number
- E.3.1.4 PO Encumbrance Number
- E.3.1.5 Date
- E.3.1.6 Quantity, unit price, and total price
- E.3.1.7 Delivery schedule/destination
- E.3.1.8 Point of Contact/address/phone number
- E.3.1.9 Invoicing information
- E.3.1.10 Funds Certification Date

E.4 TASK ORDER PROCEDURES (SERVICES)

E.4.1 Task Orders for services shall contain the following information:

- E.4.1.1 Description of services to be performed
- E.4.1.2 Name of Supplier
- E.4.1.3 BPA Number

- E.4.1.4 Encumbrance Date
- E.4.1.5 Date
- E.4.1.6 Total dollar amount of PO
- E.4.1.7 Location of Service need
- E.4.1.8 Point of Contact/address/phone number
- E.4.1.9 Invoicing Information
- E.4.1.10 Funds certification Date

INVOICES:

Invoices will be submitted to the address specified below:

Chief Financial Officer
2000 14th Street, N.W. 6th Floor
Washington, DC 20009

E.5 CONTRACT ADMINISTRATION

- E.5.1 Contracting Officer: The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is the Agency Contracting Officer, District Department of Transportation, 2000 14th Street, N.W., 6th floor, Washington, D.C. 20009; telephone number (202) 671-2270.
- E.5.2 Contracting Officer's Technical Representative: The contracting officer's technical representative is responsible for daily monitoring and supervision of the contract, the contracting officer's technical representative is John P. Thomas telephone number (202) 671-5133 or his/her designee.

SECTION F: BPA SPECIAL CLAUSES

F.1 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the invitation shall be disclosed by the Contractor to anyone other than District Government officials, unless written approval is obtained in advance from the Contracting Officer.

F.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.2.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, is hereby incorporated and shall be applicable to the contacts resulting from this solicitation. Copies of each of the provisions mentioned in this paragraph can be acquired from the issuing office listed in this solicitation.

F.3 CONFIDENTIALITY OF INFORMATION

F.3.1 All information obtained by the Contractor relating to an employee of the District shall 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.

F.4 PRODUCT REMOVAL AND MODIFICATION

F.4.1 If any product delivered to the District requires modification, is removed or recalled by the Supplier or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the Supplier shall immediately notify the Agency Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, 2000 14th Street, N.W., 6th floor, Washington, D.C. 20009, in writing, within five (5) days of the supplier's knowledge of recall or modification and provide two copies of the notification which shall include, but not be limited to the following:

F.4.2 Complete item description and/or identification, order numbers from customer, and the agreement number assigned as a result of an award on this invitation.

F.4.3 Reasons for modifications, removal or recall.

F.4.4 Necessary instructions for return for credit, replacement or corrective action.

F.4.5 Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product.

F.5 WARRANTY

Unless specified otherwise in this agreement, the Supplier's standard commercial warranty as stated in the supplier's commercial pricelist, will apply to this agreement. In addition to the Supplier's standard commercial warranty, the Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement. Except as otherwise provided by an express or implied warranty, the Supplier will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

F.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010 issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment I.4 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, 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 for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

F.7 WAY TO WORK AMENDMENT ACT OF 2006

F.7.1 Except as described in F.7.2 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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.

F.7.2 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.

F.7.3 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.

F.7.4 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.

F.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The

Contractor shall also post the Notice attached as I.8_ 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.

- F.7.6** 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.
- F.7.7** 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.*
- F.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- F.7.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - F.7.8.2 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;
 - F.7.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - F.7.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - F.7.8.5 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;
 - F.7.8.6 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;
 - F.7.8.7 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;

- F.7.8.8 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);
- F.7.8.9 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
- F.7.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- F.7.9** 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.

F.8 DISTRICT RESPONSIBILITIES

- F.8.1** The District will provide all service requests in writing; each request will specify the task requirement, location, dates and times.
- F.8.2 The District will provide the contractor with maps of the location to be serviced as part of work orders as they are assigned.

F.9 ORDER OF PRECEDENCE

Any inconsistencies in the agreements that result from this invitation shall be resolved by giving precedence in the following order:

- F.9.1** The Agreement
- F.9.2** The Purchase Order
- F.9.3** The Attachments to the Agreement

F.10 INSURANCE:

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

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$100,000,000 limits per occurrence; and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$100,000,000 limits per occurrence; shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$100,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$100,000,000 per occurrence for each wrongful act and \$100,000,000 per aggregate for each wrongful act.
- B. **DURATION.** Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
 - C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
 - D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

SECTION G: SET-ASIDE CLAUSE

G.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.

G.1.1 General Preferences

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

- G.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;
- G.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- G.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;
- G.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;
- G.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
- G.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.

G.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- G.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).
- G.1.2.2** Any prime contractor that is an ROB 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 ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- G.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.
- G.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.
- G.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.
- G.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.

G.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.

G.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.

G.1.5 Vendor Submission for Preferences

G.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:

G.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

G.1.5.1.2 Evidence of the vendor's or joint ventures 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.

G.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

G.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.

SECTION H: INSTRUCTIONS TO OFFERORS

H.1 Each response shall contain the Supplier's delivery time for supplies/services. The supplier must meet the requirements in Section A and B to be considered responsive to this solicitation.

H. 2 EXPLANATION TO SUPPLIERS

H.2.1 Any prospective Supplier desiring an explanation or interpretation of this invitation must request it in writing. Request should be directed to the individual identified below. Any information given to a prospective Supplier concerning an invitation will be furnished promptly to all other prospective Suppliers as an amendment to the invitation, if that information is necessary in submitting responses or if the lack of it would be prejudicial to any other prospective suppliers. Oral explanation or instructions given before the award of the agreement will not be binding. Written requests for explanation or information regarding this invitation must refer to the specific invitation number and be received five (5) days prior to submission date listed on page 1. All inquiries should be directed to:

Ebony Elder, Contract Specialist
Department of Transportation
Office of Contracting and Procurement
2000 14th Street, NW, 6th floor
Washington, D.C. 20009
Telephone Number: (202) 671-2278
Facsimile Number: (202) 671-0664

H.2.2 The Supplier shall provide the agreement items through authorized Purchase Order (PO), issued by the District Government. Payment, billing and delivery information shall be established in the individual Purchase Order.

H.2.3 Orders placed pursuant to this BPA will be considered issued pursuant to full and open competition.

H.3 PACKAGING OF RESPONSES, RECEIPT OF RESPONSE AND RESPONSE DUE TIME

H.3.1 Each respondent shall securely seal in an envelope its response and other required documents. The supplier shall mark on the outside of the envelope the fact the envelope contains a response, the name of the supplier, the invitation number and the date of required submission of response. The Contracting Officer or designee shall be solely responsible for determining when the response due time arrives.

H.3.2 All responses to this invitation for Response shall be delivered to:

District Department of Transportation
Office of Contracting and Procurement
2000 14th Street, N.W., 6th floor
Washington, D.C. 20009

H.4 SUBMISSION OF RESPONSE TO INVITATION FOR RESPONSE

H.4.1 All responses to this Invitation for Response are due on as specified on page 1, by 2:00 p.m., local time.

H.5 SIGNING RESPONSES AND CERTIFICATIONS

H.5.1 Each response must show a full business address and telephone number of the supplier and **BE SIGNED BY THEIR PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the response or resulting agreement will be mailed to the address shown on the response in the absence of written instructions from the supplier or contractor to the contrary. Any response submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any response 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. Upon request, a supplier shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a response, the supplier shall submit to the contracting officer of the agent's authority to bind the supplier. Supplier shall complete and sign all documents required as part of their response. Failure to do so may result in a response being rejected.

H.6 PENALTIES FOR MISREPRESENTATIONS

H.6.1 Any material misrepresentation on the sworn notarized self-certification form could result in termination of the agreement, supplier's liability for civil and criminal action in accordance with the Act and other District laws and possible debarment.

H.7 ACKNOWLEDGEMENT OF AMENDMENTS

H.7.1 Suppliers shall acknowledge receipt of any amendments to this invitation (a) by signing and returning the amendment; or (b) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. A Supplier's failure to acknowledge an amendment may result in rejection of the offer.

H.8 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS

H.8.1 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this paragraph. Any bid received at the place designated in the solicitation after time and date set for receipt of bids shall be considered a “late” bid unless it was received prior to the contract award and either of the following applies:

H.8.2 It was sent by registered or certified mail not later than five (5) calendar days before the bid receipt date specified; or

H.8.3 It was sent by mail (or telegram if authorized) and the Contracting Officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in BPA.

H.8.4 Any request for withdrawal or request for modification received after the time and date set for opening bids at the place designated for opening shall be considered late. 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 in the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

H.8.5 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

SECTION I: INSPECTION AND ACCEPTANCE

- I.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause five (5), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

- I.2** The District and all its designee's shall have access at all reasonable times to the premises in which any District property is located for the purpose of inspecting the District' property.

SECTION J: ATTACHMENTS

- I.1** The Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, dated March 2007
<http://www.ocp.in.dc.gov/ocp/cwp/view.asp?a=1194&q=501805&ocpNav=|30660>
- I.2** Living Wage Notice
- I.3** Tax certification Affidavit
- I.4** U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10 dated June 15, 2010
- I.5** Urban Forestry Administration preferred tree boxes LINK:
<http://ddot.dc.gov/DC/DDOT/On+Your+Street/Urban+Forestry/Tree-Related+Standards+and+Specifications>