

REQUEST FOR QUOTATION (RFQ) (THIS IS NOT AN ORDER) OFFEROR TO COMPLETE BLOCKS 8 & 29		1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE (_____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS (_____ Schedule) <input type="checkbox"/> GSA SCHEDULE (_____ Schedule) <input checked="" type="checkbox"/> OPEN MARKET			PAGE OF PAGES (incl. Cover) <div style="display: flex; justify-content: space-around;"> 1 6 </div>	
2. SOLICITATION NO. DCKA-2010-Q-0205		3. DATE ISSUED June 28, 2010	4. REQUISITION NO.	5. CONTRACT NUMBER	6. OFFER DUE DATE July 5, 2010, by 4:00pm	
7A. ISSUED BY District Department of Transportation Office Of Contracting and Procurement 2000 14th Street, NW; 6th Floor Washington, DC 20009			7B. SOLICITATION INFORMATION NAME: Ebony Elder PHONE: 202 553-7262 FAX: 202 671-0664 E-MAIL: EBONY.ELDER@DC.GOV			
8A ADMINISTERED BY			8B DELIVER TO:			
9. DELIVER BY (Date)			10. PAYMENT WILL BE MADE BY			
9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)			11(c) Certification (Check Appropriate Boxes) <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone Certification No. _____			
11. OFFEROR 11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____			11(c) Certification (Check Appropriate Boxes)			
IMPORTANT: If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.						
12. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Big Belly Solar Compactors for use outdoors , 50 to 60 gallon, solar powered, leak proof and water resistant units; integrated recycling with on-site compaction of solid waste; specific openings for bottles/cans and paper products, Or Equal _____ State Manufacturer Name Model No.		10	Ea.		
13. DISCOUNT FOR PROMPT PAYMENT 			10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
			%	%	%	%
14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		16. DATE OF OFFER	
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)	

REQUEST FOR QUOTATION (RFQ)**1. SERVICES/SUPPLIES REQUIRED**

- 1.1 Work shall be performed in accordance with the SOW attached hereto and such SOW shall be made a part of any resultant purchase order (PO) awarded to the successful bidder.
- 1.2
- 1.3 Offerors are required to quote a firm-fixed price for the proposed services. The offeror must enter his proposed firm-fixed price in box No. 12 SCHEDULE on page one (1) of the RFQ.

2. PURCHASE ORDER/REQUISITION No.:

Time of delivery is of the essence. Delivery shall be made at the delivery point within 14 calendar days from the date of receipt of the purchase order.

3. BASIS FOR AWARD:

The Contracting Officer will award the PO to the lowest responsive responsible bidder.

4. CONTRACTING OFFICER (CO):

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

Kathy Hatcher
District Department of Transportation
Office of Contracting and Procurement
Address: 2000 14th Street, NW; 6th Floor
Telephone: (202) 671-2270

5. AUTHORIZED CHANGES BY THE CO

- 5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

6. CO'S TECHNICAL REPRESENTATIVE (COTR):

- 6.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. 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:

Name: Damon Harvey
 Policy Planning & Sustainability Administration
 District Department of Transportation
 2000 14th St NW, 7th Floor
 Washington, DC 20009
 (202) 671-0493 phone
 Email: damon.harvey@dc.gov

- 6.2 The COTR shall not have authority to make any changes in the specifications or SOW or terms and conditions of the contract/PO.
- 6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. COMPENSATION AND PAYMENT:

- 8.1 For satisfactory performance and delivery of the services and deliverables set forth in the attached SOW, the contractor shall be paid in accordance with the price specified in the contractor's Price Proposal.
- 8.2 The District will make payments in accordance with the terms of the PO upon the submission of a proper invoice less any discounts, allowances or adjustments provided for in the PO.
- 8.3 The District will pay the Contractor within 45 days after receiving a proper invoice from the Contractor.

9 INVOICE SUBMITTAL:

- 9.1 The contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate. The original and one copy must be submitted to the Associate Chief Financial Officer (CFO) with a concurrent copy submitted to the COTR specified in paragraph 6 of this RFQ. The address of the ACFO is:

Name: Office of the Associate Chief Financial Officer
Address: Accounts Payable
 2000 14th Street, NW-6th Floor
 Washington, DC 20009

- 9.1.1 To constitute a proper invoice, the Contractor shall submit the following information:
- 9.1.1.1 Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 9.1.1.2 contract, formal agreement or PO and invoice numbers;
- 9.1.1.3 description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;
- 9.1.1.4 other supporting documentation or information, as required by the CO or COTR;
- 9.1.1.5 name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 9.1.1.6 name, title, phone number of person preparing the invoice;
- 9.1.1.7 name, title, phone number and mailing address of person; and
- 9.1.1.8 authorized signature.

10. PROTECTION OF PROPERTY

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

11. BRAND NAME OR EQUAL

- 11.1** As used in this clause, the term “brand name” includes identification of products by make and model.
- 11.2** If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids.
- 11.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- 11.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid.
- 11.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not

responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

- 11.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- 11.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the Request for Quotation, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- 11.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

12. REQUIREMENT FOR DESCRIPTIVE LITERATURE

- 12.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- 12.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
- 12.1.2** Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- 12.1.3** The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

WARRANTY

- 13.1 Contractor warrants that the material/equipment furnished by the contractor will be free from all defects whatsoever and agrees that for a period of one (1) year from date of acceptance by the District of Columbia any repairs, replacements, or adjustments made necessary because of such defects will be made promptly by him without cost to and to the satisfaction of the District of Columbia. This warranty shall not operate to void longer guarantees offered by the manufacturer of the material/equipment or its components.

14. UNIT PRICES AND DELIVERY POINT

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see Paragraph 11, Standard Contract Provisions), to the following delivery point:

Ship to: 735 15th Street, NE
Washington, DC 20002

Contact: Mr. Kim Walker
202-576-5258
24 hours before delivery
Receiving hours: Monday through Friday, except Holidays
8am to 4pm

15. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

16. ORDER OF PRECEDENCE

Any inconsistency in the contract resulting from this Request for Quotation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Attachment A), the PO and the Request for Quotation.

ATTACHMENT(S)

- A - Specifications
- B – Living Wage
- C – Technical Specifications