

Application of Yellow Thermoplastic Traffic Lane Pavement Markings

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>			PAGE OF 1	PAGES 23
1. RFQ NO. DCKA-2009Q-0084	2. DATE ISSUED May 05, 2009	3. REQUISITION NO.	4. TYPE OF MARKET Open <input checked="" type="checkbox"/> X Set Aside Open with Subcontracting Set Aside	
5A. ISSUED BY: Government of the District of Columbia (District) Office of Contracting and Procurement – Bid Room District Department of Transportation 2000 14 th Street, NW, 3 rd Floor Washington, D.C. 20009		6. DELIVER BY (Date) NO LATER THAN THIRTY (30) CALENDAR DAYS FROM DATE OF PURCHASE ORDER.		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) Frances Howard, Contract Specialist, phone (202) 671-2268, fax (202) 671-0664		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8A. TO: NAME AND ADDRESS, INCLUDING ZIP CODE, OF QUOTER ALL PROSPECTIVE QUOTERS		9. DESTINATION (Consignee and address, including ZIP code) Various Locations		
8B. TAX ID NO. OF QUOTER:				
10. PLEASE FURNISH QUOTATIONS ON OR BEFORE: May 26, 2009 at 2:00 P.M.		11A. PLEASE STATE YOUR CBE CERTIFICATION NUMBER BELOW 11B. IF YOU HAVE A DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) CONTRACT FOR THESE ITEMS, PLEASE ENTER THE CONTRACT NUMBER BELOW:		
12. INSTRUCTIONS TO QUOTERS AND TERMS AND CONDITIONS				
<p>Instructions to Quoters: Please complete Blocks 8B, 11A, 11(B) if applicable, 13(E) and/or 13(F), 14, 15, 16, 17, 18, and the attached Tax Certification Affidavit and e-mail <u>signed</u> quotation along with the Tax Certification Affidavit to lindel.reid@dc.gov. This is the only authorized method of submitting a quotation for this RFQ. All quotations must be received no later than the date and time stated in block 10 of this RFQ.</p> <p>Terms and Conditions: This is a single-award Request For Quotations (RFQ). Quotations submitted are Offers that the District can accept by issuing a Purchase Order (PO). This RFQ is an <u>open market</u> procurement. The District will apply percentage preferences applicable to each Certified Business Enterprise (CBE) that submits a quote in determining the lowest evaluated quotation for purposes of award. The District will award to the Quoter that submits the lowest evaluated quotation for all line items in this RFQ. If you are unable to submit a quote, please so indicate on this form and return it. This RFQ does not commit the District to pay any costs incurred in the preparation of the submission of this quotation. By submitting a quote, Quoter is representing that (1) all items being requested in block 13 of this RFQ are of domestic origin unless otherwise indicated by Quoter; and (2) Quoter can meet the deadline specified in Block 6 of this RFQ. The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, are hereby incorporated by reference and made a part of this RFQ and the resultant PO. For a copy, go to OCP website, http://ocp.dc.gov, and click on Solicitation Attachments.</p>				
13. SCHEDULE (Include applicable Federal, State and local taxes and all delivery charges)				
SEE ATTACHED SECTION B.3				

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14. NAME AND ADDRESS OF QUOTER (<i>Street, city, county, State and ZIP Code</i>) Government Tax ID number	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION (ELECTRONIC SIGNATURES NOT ACCEPTABLE)	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER (<i>Type or print</i>)	18. TELEPHONE NO. (<i>Include area code</i>)

SECTION B - CONSTRUCTION AND PRICE

B.1 BACKGROUND

B.1.1 The District Department of Transportation, Traffic Operations Administration Field Operations Division (DDOT/TOA/FOD) is seeking a contractor to apply retroreflective double yellow thermoplastic traffic lane lines pavement marking material to previously marked bituminous concrete or Portland Cement concrete pavement surface. The contractor shall perform the task under this contract by using a long line pavement marking truck. The TOA will provide the contractor with a list of locations throughout the District of Columbia (District) where the work is to be performed. There are approximately 21 miles of roadway.

B.1.2 The contractor shall provide all the management, supervision, personnel, equipment, materials (other than yellow thermoplastic material) tools, supplies and all incidentals required to apply Double Yellow Thermoplastic traffic lane lines pavement markings. The DDOT/TOA/FOD will provide approximately 21 miles of yellow thermoplastic pavement marking materials.

B.1.3 This is an indefinite-quantity contract for the supplies and/or services specified, and effective for the period stated. The quantities of supplies and/or services specified in the Schedule are estimates only.

B.2 INDEFINITE QUANTITY CLAUSE

B.2.1 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the District Government, when and if ordered, the supplies and/or services are specified in the Schedule (Section B). The District Government will order at least the minimum of \$10,000. The maximum amount for this indefinite quantity contract is \$100,000.00.

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

B.2.3 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.

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B.2.4 In the price schedule, Service – Description/Price, the heading “Estimated Quantity.” is intended to be an aid in bidding and does not establish a requirements type contract.

B.3 SERVICE - DESCRIPTION /PRICE

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001						
0010	Application of Yellow Thermoplastic Traffic Line Pavement Marking Material	21.000 miles	.		.	
0020	Application of Glass Beads associated with the Yellow Thermoplastic Traffic Line Pavement Marking Material (ITEM#405-002)	21.000 miles	.		.	
0030	616001 Maintenance of Highway Traffic	LUMP	LUMP		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation, intends to enter into an indefinite quantity indefinite delivery contract for the procurement of services associated with the application of retroreflective double yellow thermoplastic traffic lane lines pavement marking material to previously marked bituminous concrete or Portland Cement concrete pavement surface. The work performed under this contract will be accomplished by the use of a long line pavement marking truck. The Contractor shall perform all work in accordance with D.C. Standard Specifications for Highway and Structures dated 2005.

C.1.2 **BACKGROUND:**

In order to fulfill the substantial number of requests from the citizens of the District of Columbia for yellow pavement markings, The District of Columbia Department of Transportation is interested in procuring the services of a Pavement Marking Contractor with a long line pavement marking machine to utilize its current inventory of thermoplastic material along roadways within the District. The District does not have a long line pavement marking machine. This is a one time effort to use the existing thermoplastic material before the end of its useful life.

C.2 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 contract.

Number	Title	Date
1.	District of Columbia Department of Transportation Standard Specifications for Highways and Structures	2005 Edition, as amended
2.	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
3.	AASHTO PP28	Latest Edition, as amended
4.	Wage Determination No.: 2005-2103, Revision 6	May 29, 2008
5.	Manual of Uniform Traffic Control (MUTCD)	2000 Edition as amended

C.3 DEFINITIONS

Offerors shall refer to section 101.03 of the Standard Specifications for Highways and Structures for definitions of common terms.

C.4 REQUIREMENTS

The contractor shall provide all the supervision, personnel, equipment, materials, tools, supplies and all incidentals required to perform services in accordance with the following specifications:

C.4.1 CONSTRUCTION

C.4.1.1 Surface Preparation:

Immediately prior to striping or marking the pavement surface, the Contractor shall remove all dirt, oil, grease, and other foreign material, including curing compound on new Portland Cement concrete, from the surface areas on which the various traffic stripes or traffic markings are to be placed. The Contractor shall clean the pavement one inch beyond the perimeter of where the stripe or marking is to be placed. The contractor shall clean the pavement by either brooming or the use of compressed air.

C.4.1.2 Long-Life Thermoplastic Traffic Markings:

C.4.1.2.1 The Contractor shall apply hot extruded thermoplastic traffic markings using a long line truck and procedures that produce markings that:

- C.4.1.2.1.1 Are straight and have sharp edges;
- C.4.1.2.1.2 are the specified color, width, and thickness;
- C.4.1.2.1.3 have uniform retro-reflectivity; and
- C.4.1.2.1.4 are properly bonded to the pavement.

C.4.1.2.2 The Contractor shall heat the thermoplastic material uniformly and apply the melted material at a temperature between 400 to 425 degrees F, to thoroughly dry surfaces and during anticipated dry weather, when the ambient and surface temperatures are a minimum of 50 degrees F.

C.4.1.2.3 The thermoplastic traffic markings must be extruded on the bituminous in a thickness of 90 mils.

C.4.1.2.4 Immediately after, or in conjunction with the thermoplastic application, the Contractor shall apply, by mechanical means, glass beads to the wet material in a

uniform pattern and at a minimum rate of 10 pounds per 100 square feet of markings.

C.4.1.2.5 The Contractor shall not hand throw the beads.

C.4.1.3 Application of Traffic Marking Material Process:

C.4.1.3.1 The Contractor shall apply the striping utilizing lane and/or shoulder closings.

C.4.1.3.2 The Contractor shall complete each application of all types of traffic stripes or traffic markings and allow them to thoroughly dry before opening the lane to traffic; and

C.4.1.3.3 In the event a vehicle should cross the molten markings, the Contractor shall re-apply the markings and remove any tracking of the markings made by the moving vehicle at no additional cost.

C.4.2 MAINTENANCE OF HIGHWAY TRAFFIC

C.4.2.1 The Contractor shall maintain highway traffic during the contract term in accordance with the District of Columbia Department of Transportation Standard Specifications for Highways and Structures (Standard Specifications), Special Provision 104.

C.4.2.2 The following supplements and modifies Standard Specifications section 104.2:

C. 4.2.2.1 References to the Manual of Uniform Traffic Control (MUTCD) apply to the 2000 edition with latest revisions;

C. 4.2.2.2 Delete the first paragraph of section 104. 2 and replace with the following:

“(A) TRAFFIC FLOW RESTRICTIONS

During the peak traffic hours (7:00 a.m. - 9:00 a.m. and 3:30 p.m. - 6:00 p.m., Monday through Friday, excluding holidays), the full roadway widths of all streets within the project area shall be maintained for vehicular traffic unless directed by the Engineer. At all other times and when work is actually being performed, the Contractor may occupy the curb lanes when required by his operation; otherwise the peak hour restriction shall apply.”

C.5 UTILITY STATUS:

C.5.1 The District of Columbia Department of Transportation maintains coordination with the public utility companies during the preliminary engineering and the construction phases of the project. The Contractor shall be required to maintain

and continue this coordination throughout the construction of the project. Construction delays as a result of inadequate coordination shall be the Contractor's responsibility.

C.5.2 The Contractor's involvement and coordination with utility companies includes, but is not restricted to the following:

C.5.2.1 Adjustment and resetting of utility manholes and manhole frames respectively to new grades.

C.5.2.2 Location and verification of existing utility lines (as shown on the plans).

C.5.3 THERMOPLASTIC STRIPING EQUIPMENT:

In order to minimize the effect of road closer time, the contractor shall perform work under this contract by using a long line truck that meets the following performance specification:

C.5.3.1 must be capable of providing continuous mixing and agitation of the material;

C.5.3.2 the parts of the equipment conveying the material between the main reservoir and the shaping die must be so constructed in order to prevent accumulation and clogging;

C.5.3.3 the mixing and conveying parts and the shaping dies or spray gun must be capable of maintaining the material at optimum plastic temperature;

C.5.3.4 the equipment must be so constructed to ensure continuous uniformity in the dimensions of the entire stripe or marking;

C.5.3.5 the kettle provided for the melting and heating of the thermoplastic material must be equipped with an automatic thermostat control device and heated by a controlled heat-transfer liquid rather than by a direct flame;

C.5.3.6 the heating kettle and applicator shall be equipped and arranged to meet the National Board of Fire Underwriters and DC Government and Federal regulations; and

C.5.3.7 the parts of the equipment which comes into contact with the material shall be easily accessible for cleaning and maintenance.

C.6.1 TEMPORARY "NO-PARKING" SIGNS

The contractor shall install Temporary "No-Parking" signs at least 72 hours in advance and removal of the same after work is done.

C.7.1 HOURS OF OPERATION

The contractor shall perform all work in accordance with the following schedule:

- C.7.1.1 After 9:00 am weekday;
- C.7.1.2 before 4:00 pm weekday;
- C.7.1.3 7:00 am to 4:00pm – Saturday (prior approval needed); and
- C.7.1.4 8:00am to 4:00pm – Sunday (prior approval needed).

C.7.2 NIGHT TIME OPERATION

C.7.2.1 In the event that circumstances prohibit the performance of work during the hours listed in Section B.4.5, the contractor shall submit a written request to the COTR or his designee asking approval for night time operation.

C.7.2.2 The contractor shall perform all night time operations pursuant to the following provisions:

C.7.2.3 The contractor shall read and understand the nighttime operations and nighttime lane closings procedures listed in the Manual on Uniform Traffic Control Devices in Work Areas.

C.7.2.4 Night time operation shall be illuminated by either a lighting system on mounted on the equipment or by a stand along unit pulled behind the equipment. Illumination shall be at a minimum of maximum of 2.5 foot candles per light unit. The lighting unit shall be positioned such that they do not cause glare to the drivers or any nearby home. Floodlight lamps for the lighting system shall be mercury vapor.

C.7.2.5 There shall be no extra measurement and payment for the nighttime work. differential such cost difference shall be distributed among the pay items.

C.7.3 TRAFFIC DIRECTORS

The Contractor shall use only traffic control flaggers that are certified by the IMSA or the AASHTO.

C.7.4 CONSTRUCTION SCHEDULING:

The Contractor shall submit a construction schedule to the COTR. Reference Section F.for additional information.

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 clause number six (6), 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.
- E.2 The Engineer will approve all the material and source of material before its use.
- E.3 The COTR or his designee will inspect all work performed. The COTR or his designee will reject all work that does not conform to contract specifications and the Contractor shall be required to re-perform all non-conforming work at no additional expense to the District prior to final acceptance.

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 specified on the cover page of the contract.

F.2 POST AWARD CONFERENCE

A Post Award conference with the Contractor is required. The COTR will schedule conference within 15 days after date of contract award. The conference will be held at District Department of Transportation, Management Administration, 64 New York Ave., N.E., 1st Floor, Washington, DC.

F.3 DELIVERABLES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

All work shall be completed as specified in this request for quotation. A Traffic Control Plan is required (See District of Columbia Department Of Transportation Standard Specifications for Highways And Structures 2005)

F.4 WORK HOURS

F.4.1 This SP supplements and modifies Standard Specifications for Highways and Structures, Sections 104.02, 105.10 and 105.11.

F.4.2 The Contractor shall perform all work pursuant to the schedule listed in Section **B.4.5 HOURS OF OPERATION** or by advance notice and approval by the COTR.

F.4.3 The Contractor may be given permission to work beyond these limits only for maintenance of traffic activities, emergencies, work stipulated to be performed at night and other activities specifically granted in writing by the COTR.

F.5 In the event the COTR approves the Contractor to work during the night, the contractor shall work pursuant to the following provisions:

F.5.1 NIGHT WORK: This Special Provision replaces Section 105.11 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2005.

F.5.1.1 **GENERAL:** The Contractor shall be subject to area noise ordinances for night work from 7:00 PM to 7:00 AM and to the restrictions on equipment as indicated below. Noise levels created by construction activities will require an application

for waiver to the District submitted by the Contractor. The District cannot guarantee that a waiver will be granted.

- F.5.1.2 For this project, the area will be classified as “Residential”. The Contractor shall also maintain sufficient light illumination levels for safe operations in all active work areas during evening and night work. Temporary lighting for the Contractor's operations shall comply with OSHA regulations, Section 1926.56, task requirements and as specified herein.

D.C. MAXIMUM PERMITTED NOISE LEVEL*

ZONE	<u>Maximum Noise Level, DBA</u>	
	Daytime	Nighttime
Residential, Special Purpose or Waterfront Zone	60	55
Commercial or Light Manufacturing Zone	65	60
Industrial Zone	70	65

*D.C. Law 2-53, District of Columbia Noise Control Act of 1977.

- F.5.1.3 **RESTRICTIONS:** The use of all mechanical impact demolition equipment will be absolutely prohibited between the hours of 10:00 PM and 7:00 AM

- F.5.1.4 **MEASURE AND PAYMENT:** No separate measure or additional payment will be made by the District for night work or night lighting

F.6 CONSTRUCTION SCHEDULING: This Special Provision adds to Section 108.03 of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, Revised 2007 by adding:

- F.6.1 The Contractor shall submit by electronic transmission or facsimile a written construction schedule to the COTR at least seven (7) calendar days prior to the start of construction.

- F.6.2 **ORDER OF WORK –** The Contractor shall schedule his work so that the requirements of **MAINTENANCE OF TRAFFIC** as shown on the plans are satisfied. In the event that the contractor wishes to make modifications to these sequences, the contractor shall submit complete traffic control and detour plans for approval.

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 services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis in accordance with Section G.3 of this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in Section F7 below. The address of the CFO is:

Office of the Controller/Agency CFO
2000 14th Street, N.W.
6th Floor
Washington, DC 20009
202-671-2300

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

G.2.2.1 Contractor's name 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, section two (2) and encumbrance number, section twenty-one (21) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/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 METHOD OF PAYMENT

G.3.1 MEASURE AND PAYMENT FOR WORK PERFORMED UNDER SECTION C.4.1.2: The measure of payment for application of the yellow thermoplastic traffic line pavement marking material and glass beads will be measured in linear feet of surface completed in place and accepted.

G.3.2 MEASURE AND PAYMENT FOR WORK PERFORMED UNDER SECTIONS C.4.1, C.4.2, C.4.4, C.4.6 and C.4.7: The District will make no direct measure of payment for these items. The contractor shall reflect and distribute among the various Pay Items the cost of project security.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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.5 CONTRACTING OFFICER (CO)

G.5.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Kathy Hatcher
Contracting Officer
Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, DC 20009
202-671-2270

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2 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.6.3 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.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1 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 writing by the Contracting Officer. The COTR is synonymous with "Engineer" as identified in the Standard Specifications for Highway and Structures. The COTR for this contract is:

Mr. James L. Cheeks, Jr.
Field Operations Division
Transportation Operations Administration
District Department of Transportation
1338 G St. S.E. Rear
Washington, D.C. 20002
(202) 698-3600

- G.7.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.7.3 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.8 ORDERING CLAUSE

G.8.1 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. Such orders may be issued during the term of this contract.

G.8.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.8.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR RESPONSIBILITIES

- H.1.1 The Contractor shall maintain all equipment, tools and machines used in the performance of this work in a satisfactory working condition.
- H.1.2 The Contractor shall provide the glass beads.
- H.1.3 The Contractor shall furnish a Mirolux-12 Retroreflectometer for the District of Columbia assigned inspector to use in determining the retroreflectance values of the various traffic stripes or traffic markings. This equipment is for the sole use of the Engineer and will become the property of the District of Columbia after Acceptance.

H.2 DISTRICT'S RESPONSIBILITIES

- H.2.1 The District of Columbia will provide the Contractor with the Yellow Thermoplastic Material.
- H.2.2 The COTR will provide the contractor with the roadway locations to be marked with beginning and ending points.
- H.2.3 The COTR will direct lane closure times. Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays or holidays without prior approval from the District of Columbia Government.
- H.2.4 The COTR may require weekend work in congested areas where serious traffic difficulties would result if the repairs were performed during the normal workweek.
- H.2.5 The COTR will approve Contractor requests for night and weekend work.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE)

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 6, dated 05/29/2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act incorporated herein as Attachments **J.1.3** of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract.

H.4 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.*

H.8 ORDER OF PRECEDENCE

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

The District of Columbia Department of Transportation Specifications for Highways and Structures 2005 (incorporated by reference only), is incorporated as part of the contract resulting from this solicitation.

I.6 INSURANCE:

I.6.1 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.6.1.1 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.

I.6.1.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed

that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

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

I.6.1.3 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.6.1.4 Workers' Compensation Insurance.

I.6.1.4.1 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.

I.6.1.4.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

I.6.1.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

I.6.2 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.

I.6.3 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.6.4 **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 J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

- J.1.1** District of Columbia Department of Transportation Standard Specifications for Highways and Structures, revised 2007 (incorporated by reference only).
- J.1.2** District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007
- J.1.3** Wage Determination No. (2005-2103, Revision 6, dated 5/29/08).
- J.1.4** Living Wage Act of 2006