

# QUICK CURB SYSTEMS, DCKA-2009-Q-0129

<b>REQUEST FOR QUOTATION (RFQ)</b> (THIS IS NOT AN ORDER) <b>OFFEROR TO COMPLETE BLOCKS 8 &amp; 29</b>		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) OPEN MARKET (FEDERAL FUNDS)			PAGE OF PAGES (incl. Cover)  <div style="display: flex; justify-content: space-around;"> <span><b>1</b></span> <span><b>14</b></span> </div>	
2. SOLICITATION NO.  <b>DCKA-2009-Q-0129</b>		3. DATE ISSUED  <b>August 31, 2009</b>	4. REQUISITION NO.	5. CONTRACT NUMBER		6. OFFER DUE DATE  <b>September 8, 2009, by 4:00pm</b>
7A. ISSUED BY  <b>District Department of Transportation                  Office Of Contracting and Procurement                  2000 14<sup>th</sup> Street, NW; 6<sup>th</sup> Floor                  Washington, DC 20009</b>				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)  9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)				10. PAYMENT WILL BE MADE BY		
11. OFFEROR  11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____				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. _____		
<b>IMPORTANT:</b> 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.						
<b>12. SCHEDULE (Include applicable Federal, State and local taxes)</b>						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
001	Yellow Quick Curb Systems or equal (complete with poles, base, pins and anchor bolts) pursuant to Attachment A Specifications	400	Ea.			
002	White Quick Curb Systems or equal (complete with poles, base, pins and anchor bolts) pursuant to Attachment A Specification	200	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)  
DCKA-2009-Q-0129**

**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 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.: RQ599730**

**3. THE TIME OF DELIVERY ESSENTIAL/ PERIOD OF PERFORMANCE**

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.

**4. BASIS FOR AWARD:**

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

**6. 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 14<sup>th</sup> Street, NW; 6<sup>th</sup> Floor  
Telephone: (202) 671-2270

**7. AUTHORIZED CHANGES BY THE CO**

- 7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 7.2 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.
- 7.3 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.

**8. CO'S TECHNICAL REPRESENTATIVE (COTR):**

- 8.1** 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: Mr. James Cheeks  
Traffic System Maintenance Manager  
Transportation Operation Administration  
District Department of Transportation  
2000 14<sup>th</sup> St NW, 7<sup>th</sup> Floor  
Washington, DC 20009  
(202) 698-3600 phone  
(202) 698-3678 fax  
Email: [james.cheeks@dc.gov](mailto:james.cheeks@dc.gov)

- 8.2** The COTR shall not have authority to make any changes in the specifications or SOW or terms and conditions of the contract/PO.
- 8.3** 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.

**9. COMPENSATION AND PAYMENT:**

- 9.1** 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.
- 9.2** 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.
- 9.3** The District will pay the Contractor within 45 days after receiving a proper invoice from the Contractor.

**1. INVOICE SUBMITTAL:**

- 10.1** 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 14<sup>th</sup> Street, NW-6<sup>th</sup> Floor  
Washington, DC 20009

- 10.1.1** To constitute a proper invoice, the Contractor shall submit the following information:
- 10.1.2** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 10.1.3** contract, formal agreement or PO and invoice numbers;
- 10.1.4** description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;
- 10.1.5** other supporting documentation or information, as required by the CO or COTR;
- 10.1.6** name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 10.1.7** name, title, phone number of person preparing the invoice;
- 10.1.8** name, title, phone number and mailing address of person; and
- 10.1.9** authorized signature.

## **11. PROTECTION OF PROPERTY**

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

## **12. BRAND NAME OR EQUAL**

- 12.1** As used in this clause, the term "brand name" includes identification of products by make and model.
- 12.2** 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.
- 12.3** 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.
- 12.4** 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.

- 12.5** 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.
- 12.6** 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.
- 12.7** 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.
- 12.8** 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.

**13. REQUIREMENT FOR DESCRIPTIVE LITERATURE**

**14. WARRANTY**

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.

- 14.1.0** The curb units shall be covered by limited, pro-rated warranty for a minimum of five (5) years from the date of purchase covering breakage of the curb units and loss of adhesion of the top & side reflectors to the curb unit. Documentation of a warranty to these standards must be supplied by the manufacturer upon request.

**15. 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:1338 G St. SE (Rear)  
Washington, DC 20003  
202-698-3606

Call James Checks on 202-698-3600  
24 hours before delivery  
Receiving hours: Monday through Friday, except Holidays  
8am to 4pm

**16. 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.

**17. 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)**

Specifications  
Living Wage Act of 2006 and Living Wage Notice