


**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DISTRICT DEPARTMENT OF TRANSPORTATION  
SIGN MAINTENANCE DIVISION**



**INVITATION FOR BIDS  
LOCALLY FUNDED PROJECT  
INVITATION NO.: DCKA-2026-B-0127  
PROJECT: Sign Fabrication Materials-Tools and Equipment**

**Contracting Officer: [Benita.Scott@dc.gov](mailto:Benita.Scott@dc.gov)**

A. SOLICITATION, OFFER, AND AWARD		1. Caption			Page of Pages	
		Sign Fabrication Materials-Tools and Equipment			2 of 55	
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
TBD	DCKA-2026-B-0127	X Sealed Bid (IFB)		6/15/2026	X Open	
		Sealed Proposals (RFP)			Set Aside	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 250 M Street, SE – Suite 700 Washington, DC 20003				8. Address Offer to: Department of Transportation Office of Contracting and Procurement 250 M Street, SE – 7 <sup>th</sup> Floor Washington, DC 20003		
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"						
<b>SOLICITATION</b>						
9. For electronic submission refer to Section L of the Solicitation.						
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.						
10. For Information Contact:		Name: Nasehullah Nasihi Contract Specialist		B. Telephone		C. E-mail Address
				(Area Code)	(Number)	(Ext)
11. Table of Contents						
(X)	Section	Description	Page No.	(X)	Section	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	Solicitation/Contract Form	2	X	I	Contract Clauses 27
X	B	Contract Type, Supplies or Services and Price/Cost	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Specifications/Work Statement	5	X	J	List of Attachments 45
x	D	Packaging and Marking	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	Inspection and Acceptance	19	X	K	Material Compliance Certification 17
X	F	Period of Performance and Deliverables	20			
X	G	Contract Administration	22	X	L	Instructions, Conditions, and Notices to Offerors 48
X	H	Special Contract Requirements	25		M	Evaluation Factors 57
<b>OFFER</b>						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.						
13. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION) [In case there is more than three amendments attach separate sheet with acknowledgements):			Amendment Number	Date	Amendment Number	Date
15A.			16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone			15C. Check if remittance address is different from above - Refer to Section G		17. Signature	
					18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>						
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation	
22. Name of Contracting Officer (Type or Print)  Benita Scott			23. Signature of Contracting Officer (District of Columbia)			24. Award Date


Government of the District of Columbia
Office of Contracting & Procurement

## **SECTION B: CONTRACT TYPE, SUPPLIES, SERVICES, CBE REQUIREMENTS AND PRICE/COST**

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the District Department of Transportation (“DDOT” the “District”) is seeking a contractor to provide District-Sign Fabrication Materials-Tools and Equipment as specified in Section C.5.
- B.2** The District contemplates award under this Invitation for Bids (IFB or Solicitation) of an indefinite-delivery-indefinite-quantity (“IDIQ”) contract with fixed unit pricing in accordance with 27 DCMR § 2416.

**B.3 RESERVED**

**B.4 SUBCONTRACTING PLAN**

A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan that is required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. The subcontracting plan should only include information for the base period.

A CBE/SBE bidder that intends to self-perform 100% of the work must submit a subcontracting plan form with its bid in which the bidder attests to its intent to self-perform 100% of the work. A bid that does not include a subcontracting plan form shall be deemed nonresponsive and rejected.

**B.5 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.**

- B.5.1** Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect cost rates in accordance with B.5.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

- B.5.2** If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.
- B.5.3** The Contractor shall pay its subcontractors, which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime
- B.6** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **section I.7**.

**A Subcontracting Plan form is available at <https://ocp.dc.gov>, go to Quick Links and click on “Required Solicitation Documents”.**

**B.7 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause in Section G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the designated maximum quantity for each CLIN. The District will order at least the designated minimum quantity for each CLIN.
- 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.8 PRICE SCHEDULE – IDIQ**

The Price Schedule for the Indefinite Delivery, Indefinite Quantity (IDIQ) contract is attached to Section J.12 in Excel format.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Office of Contracting and Procurement, on behalf of the District Department of Transportation (“DDOT” the “District”) is seeking a contractor to provide District-Sign Fabrication Materials-Tools and Equipment as specified in Section C.5. below.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No	Document Type	Title	Date
1	References	<a href="https://ddot.dc.gov/page/standard-specifications-highways-and-structures">https://ddot.dc.gov/page/standard-specifications-highways-and-structures</a>	Most Current
2	References	<a href="https://ddot.dc.gov/page/standard-drawings-2015">https://ddot.dc.gov/page/standard-drawings-2015</a>	Most Current
3	References	<a href="https://mutcd.fhwa.dot.gov/">https://mutcd.fhwa.dot.gov/</a>	Most Current
4	References	<a href="https://mutcd.fhwa.dot.gov/ser-shs_millennium.htm">https://mutcd.fhwa.dot.gov/ser-shs_millennium.htm</a>	Most Current

### C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

#### C.3.1 Final Acceptance of Sign Materials and Tools:

Occurs when all furnished sign materials and tools have been delivered, inspected, and verified by the District to meet all requirements

#### C.3.2 Plant:

All physical resources, equipment, space, and essentials needed for completion of the Project.

#### C.3.3 Work:

All labor, materials, equipment, and incidentals required for successful completion.

## **C.4 BACKGROUND**

The District maintains approximately a quarter million roadway signs. SFIB fabricates and installs signs District-wide. A contractor is required to furnish all materials and tools necessary.

FHWA requires compliance with MUTCD standards for roadway signs. DDOT uses the most current MUTCD version, along with Standard Specifications and Drawings.

## **C.5 REQUIREMENTS**

### **C.5.1**

Hammer Drill Cordless Hilti or other equivalent model; 36-Volt Lithium-Ion 1/2 in. SDS Plus Cordless Rotary Hammer TE 6-A36 Tool Body, 1050 RPM, Keyless Chuck.

### **C.5.2**

M18 FUEL 120 MPtH 450 CFM 18-Volt Lithium-Ion Brushless Cordless Handheld Blower W/ M18 5.0Ah Battery Milwaukee or other equivalent model. Includes M18 18-Volt XC Extended Capacity Battery Pack 5.0Ah. Fully compatible with the M18 System, featuring over 200+ tools.

### **C.5.3**

14-PC Round Masonry Drill Bit Set Bosch or other equivalent model. 14 piece set with plastic case contains: 1/8", 5/32", 3/16", 1/4", 5/16", 3/8", 1/2" Dimension 0.63 x 4.63 x 5.82 inches.

### **C.5.4**

Standard Ratchet Set Dewalt DWMT81531 or other equivalent model 84-piece mechanics tool set, removable power tool accessory storage case, (8) 3/8" Drive 6 Point Deep Sockets, (12) 1/4" Drive 6 Point Deep Sockets, (20) 1/4" Drive 6pt Sockets, (21) 3/8" Drive 6 Point Sockets, (1) 1/4" Drive 3" Extension Bar, (1) 3/8" Drive Female to 1/4" Drive Male Adapter, (1) 3/8" Drive 3" Extension Bar, (2) 3/8" Drive 5/8" & 13/16" Spark Plug Sockets, (16) Specialty Bits, (1) Bit Driver, (1) 3/8" Drive Pear Head Ratchet; Dimension 19.7 x 14.7 x 3.75 inches;

### **C.5.5**

3/8-Inch Drive 6-point SAE Deep socket, Various Socket Sizes, Husky or other equivalent model. Sizes includes 1/2", 1/4", 3/4", 3/8", 5/8", 5/16", 7/8", 7/16", 9/16", 11/16" and 13/16".

### **C.5.6**

3/8-Inch x 12-Inch Carbide Hammer Drill Bit DEWALT DW5231 or other equivalent model; Dimensions 14.8 x 1.9 x 0.4 inches.

### **C.5.7**

5/8-Inch by 12-Inch Carbide Hammer Drill Bit DEWALT DW5242 or other equivalent model Dimensions 12 x 1.8 x 0.46 inches.

### **C.5.8**

Aluminum Cleaning 4200 Honda (or equivalent model) Gas Pressure gas Washer Simpson Cleaning or other equivalent model; PS4240 4200 PSI at 4.0 GPM Gas Pressure Washer Powered by HONDA

(ore equivalent model) GX270 PSI: 4200, GPM: 4.0, Engine: Honda Gx390 Engine with Low Oil Shutdown.

**C.5.9**

Scotch Heavy Duty Shipping Packaging Tape Scotch or other equivalent model 1.88 inches x 54.6 Yards.

**C.5.10**

Strap binder Wing Buckle Seals, 3/4 in, Stainless Steel 301/304 Strap binder ST156 or other equivalent model Wing Buckle/Seal 3/4" Width 3/4" 19.05mm.

**C.5.11**

9" Flared Leg K Sign Bracket (Street Name Sign Bracket) 9" Flared Leg K Bracket (Street Name Sign Bracket for Extruded Edge sign) 900KBFLA Flared Leg fits 4" OD post, Blade Holder Length 9", Blade type Extruded, with 3 Hole Mounting.

**C.5.12**

7 Feet V- Rung Ladder Werner (or other equivalent model) #S7906-1 6ft. Fiberglass Sectional Ladder, Net weight 17.0 lb, Load Capacity 375lb.

**C.5.13**

Stainless Steel Strap binder Banding 3/4" X .030" X 100 Ft 3/4x100' Strapping Stainless Steel Coil banding ST206R or other equivalent model - 3/4" X .030" X 100 Ft.; 30 gauge.

**C.5.14**

Brown Kraft Butcher wrapping paper 40lb Kraft Paper Roll – 36 in x 900 ft.

**C.5.15**

100-Pack Heavy Duty 14 Inches White (50lbs) Zip Cable Tie Down Strap Wire UV Natural Nylon Wrap 100 cable ties; 4.8 mm wide; 14" long, 50 pound; UV Resistant; Natural White Heavy Duty nylon plastic.

**C.5.16**

Hilti 18 Volt B18 3.3Ah Li-Ion Rechargeable Battery Pack Hilti or other equivalent model Chemistry: Lithium-Ion, Voltage: 18 volts, Amp Hours: 3300mAh, Battery Style: Slide, Type: Generic, Color: Red.

**C.5.17**

Hilti DX 2 Powder-Actuated Fastening Tool Hilti or other equivalent model . Power Tool, Size Fastener Fired: 0.5 in. – 1.875 in., Height: 6.2 in., Weight: 5.3lb.

**C.5.18**

Hilti DX 2 Powder-Nailer Cartridge rolls (Rivets) Hilti or other equivalent model . Power Tool, Size Fastener Fired: 0.5 in. – 1.875 in., Height: 6.2 in., Weight: 5.3lb.

**C.5.19**

Stainless Steel Strapping Tensioner/Crimper Part No. 3263. Tool Type: Ratchet Tensioner; Strap Size: 3/8" to 3/4"; Tool Length: 12"; Arm Length: 11"; Tool Weight: 4 lbs.

**C.5.20**

Strapping Cutter, 1 Handed, Steel Strapping, Fits Strap Width 3/4 in, Fits Strap Tensile .035 Fits Strap Width-3/4 in; Fits Strap Tensile- .035; overall length -9 in; material-Alloy steel; Handle length-6 in.

**C.5.21**

10-inch Square pedestal base and bracket with 4 mounting holes painted stainless steel Square Pedestal Base and Bracket with 4 Mounting Holes stainless steel. The hole size on the base is 1/2 inch.. 8"x8" steel base. Width 10" 2-1/2x2-1/2" Bracket.

**C.5.22**

12-inch Square pedestal base and bracket with 4 mounting holes painted stainless steel Square Pedestal Base and Bracket with 4 Mounting Holes stainless steel. The hole size on the base is 1/2 inch.. 8"x8" steel base. Width 10" 2-1/2x2-1/2" Bracket.

**C.5.23**

2lb 12' Green U-Channel Galvanized Steel Post.

**C.5.24**

2lb 10' Green U-Channel Galvanized Steel Post.

**C.5.25**

Blue Tip 3/8"x4 Power Fastener anchor screw self treading, Hex Head 50 per DeWalt engineered by Powers PFM1411280 or other equivalent model. 3/8"x 4" Power Fastener anchor screw self-treading, Zinc Plated.

**C.5.26**

Blue Tip 3/8"x2 Power Fastener anchor screw self treading, Hex Head 50 per DeWalt engineered by Powers PFM1411220 or other equivalent model 3/8"x 2 1/2" Power Fastener anchor screw self-treading, Zinc Plated.

**C.5.27**

Hydraulic Rock Drills - 1" 60lb Rock Drill Michigan Pneumatic MP ERD60 1" 60lb Rock Drill or other equivalent model.

**C.5.28**

Hydraulic Rock Drills - 7/8" 30lb Rock Drill Michigan MPT RD62 7/8" 30lb Rock Drill or other equivalent model.

**C.5.29**

Cast Iron 1 inch Standard Finish Stainless Steel Flag Pole Bracket Length: 3", Width: 1-1/2" Flag Staff Holder.

**C.5.30**

100-Pack Heavy Duty 36 Inches White (50lbs) Zip Cable Tie Down Strap Wire UV Natural Nylon Wrap 100 cable ties; 4.8 mm wide; 36" long, 50 pound; UV Resistant; Natural White Heavy Duty nylon plastic.



**C.5.31**

18W" x 24H" 0.080-gauge Aluminum Sign Blanks (2) 3/8 in. Hole Diameter Top and Bottom Centered - uncovered

**C.5.32**

24W" x 30H" 0.080-gauge Sign Blank Aluminum plates (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered (uncovered).

**C.5.33**

18W" x 24H" R6-1L One-way signs left arrow- Diamond Grade reflective sheeting with (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered.

**C.5.34**

18W" x 24H" R6-1R One-way signs right arrow- Diamond Grade reflective sheeting with (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered.

**C.5.35**

18W" x 6H" R1-4 All-Way Sign - Diamond Grade reflective sheeting with (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered.

**C.5.36**

1/2" – 9/16" S-NSD Standard Impact Socket Hilti or equivalent model. Carbon Steel.

**C.5.37**

3/4" – 9/16" Deep Impact Socket Hilti or other equivalent model. Carbon Steel.

**C.5.38**

Jumper Cable 16 Ft 2 Gauge Standard Jumper Cable Great way Model #03-3744 or other equivalent model.

**C.5.39**

Pneumatic Light Duty Post Driver INV-RHI PD39 Rhino Light Duty Post Driver or other equivalent model.

**C.5.40**

Drill Steel 1 x 4 1/4 x 1.5, Drill Bit for Rock Drill STB-BRL E23018H or other equivalent model;

**C.5.41**

Drill Steel 7/8 x 3 1/4 x 2, Drill Bit for Rock Drill STB-BRL E11024H or other equivalent model;

**C.5.42**

Air Hose 3/4" x 50' Air Hose Coupled HOS-Tip 3/4" Universal Couplings, 50' Length or other equivalent model.

**C.5.43**

Packaging Tape Dispenser, Handles Tape Up to 2" wide Scotch or other equivalent model.

**C.5.44**

Stanley TR150 7 1/4 Heavy Duty Staple Gun, Crown Width: 27/64 in., Leg Length 1/4 in. to 9/16 in., Staples Only.

**C.5.45**

Stanley Sharpshooter Staple Gun, Heavy Duty, Aircraft Aluminum, Stanley, Sharpshooter, Narrow Crown Staple, 27/64 in Crown Width, 1/4 in, 5/16 in, 3/8 in, 1/2 in, 9/16 in Leg Length, 84 Staple, 7-1/4 in Overall Length, 5-1/4 in Overall Height or the equivalent once the specifications are met.

**C.5.46**

Economy Box Cutter (12 pack) Uline H-595 or equivalent.

**C.5.47**

3/8in. Cordless Brushless Impact Wrench kit- 22-Volt Lithium-Ion Hilti SIW or other equivalent model.

**C.5.48**

2-1/2 lb. Stubby Sledgehammer Tekton or other equivalent model 2.75 lbs. 9.70L x 4.40W x 1.60H Inches.

**C.5.49**

FLAME SHIELD Gas Can, HDPE, 2 Gallon Capacity, 9 3/4 in. Height, 9 1/4 in. Length, 7 3/4 in. Width, Self-Venting.

**C.5.50**

FLAME SHIELD Gas Can, HDPE, 5 Gallon Capacity, 14 1/2 in. Height, 13 in. Length, 10 in. Width, Self-Venting.

**C.5.51**

Temporary 5ft Stop Sign 24x24 (R1-1) with Portable Quick Release Rubber Base.

**C.5.52**

12x18 Covered Blank White HIP

**C.5.53**

12x18 Blank HIP With Holes

**C.5.54**

3M 8293 P100 Particulate Respirator

**C.5.55**

276 Pc First Aid Kit

**C.5.56**

CM Sekt Imp 1/2DR 1/2" DP

**C.5.57**

36" Banner Kit

**C.5.58**

Tenergy 120 Pack Alkaline Battery.

**C.5.59**

Variety Bandages Pack 328ct.

**C.5.60**

Drill Bit SDS Plus TE-C 9/16" x 12".

**C.5.61**

Self-Healing Cutting Mat 60".

**C.5.62**

Nailer/Compressor Kit 3TL.

**C.5.63**

Hose Air 1/4" x 50' Recoil.

**C.5.64**

CM Air TL Access Kit 18pc.

**C.5.65**

I/M Coupler 1/4" x 3/8" FM Brs.

**C.5.66**

MC Cable 12/2 AWG 250'.

**C.5.67**

BRKR GE THQL 1P 30A 1".

**C.5.68**

Bit SDS Plus TE-C 3/8" x 12".

**C.5.69**

Titanium Drill Bit Set 23pc.

**C.5.70**

5/16 Galv Hex Bolt 1" 100pk.

**C.5.71**

Flat Washer Galv 5/16".

**C.5.72**

2 Mil Clear HD 33 Gal Can Liner.

**C.5.73**

3/8 Drive 9/16 Deep Impact Socket.

**C.5.74**

Homexcel Microfiber 24 Pack.

**C.5.75**

Cosco 6 ft Alum Ladder.

**C.5.76**

63" Manual Sliding KT Cutter.

**C.5.77**

Blade Utility HD 100pk Stanley.

**C.5.78**

SIW 6AT 22 Impact Wrench.

**C.5.79**

6 22 Nuron Fast Charger.

**C.5.80**

B 22 170 Nuron Battery.

**C.5.81**

Impact Socket 1/2"–3/8" Deep.

**C.5.82**

Impact Socket 1/2"–1/2" Deep.

**C.5.83**

Impact Socket 1/2"–9/16" Deep.

**C.5.84**

Tool Case RT 6 22 Empty.

**C.5.85**

12 pk 32 oz Plastic Spray Bottle.

**C.5.86**

Small Coated Gloves 6 pk.

**C.5.87**

Glove Gorilla Grip Med.

**C.5.88**

Glove Gorilla Grip Lg.

**C.5.89**

Glove Gorilla Grip XL.

**C.5.90**

Wasp & Hornet Killer 2pk.

**C.5.91**

Mini Razor Blade Scraper.

**C.5.92**

Flow Thru Wash Brush 70".

**C.5.93**

Plastic Pail 5 Gal Black.

**C.5.94**

Lid Black Easy Off 12" Dia.

**C.5.95**

8' Straight Ladder 300#.

**C.5.96**

Padded Fixed V Rung.

**C.5.97**

24x30 No Thru Trucks 1 1/4 Ton.

**C.5.98**

Right Lane Buses Only.

**C.5.99**

Hilti AG 4S A22 Kwik Lock Tool Only.

**C.5.100**

Hilti 22 Volt 4.0 Ah Battery.

**C.5.101**

Hilti Compact Battery Charger.

**C.5.102**

M18 Fuel 2K Drill Impact.

**C.5.103**

Hilti TE 6 A22 SDS+ Tool Only.

**C.5.104**

9x26 Extruded Alum Blank With Holes.

**C.5.105**

9x32 Extruded Alum Blank With Holes.

**C.5.106**

9x38 Extruded Alum Blank With Holes.

**C.5.107**

9x42 Extruded Alum Blank With Holes.

**C.5.108**

5/16 Hex Flange Bolt 3".

**C.5.109**

Historic Sign Spacer Aluminum.

**C.5.110**

Fin Hex Nut USS Z 5/16 18.

**C.5.111**

5/16 Hex Flange Bolt 1".

**C.5.112**

Hex Bolts USS Z 5/16x3/4.

**C.5.113**

5/16 Hex Flange Bolt 2".

**C.5.114**

5/16 Hex Flange Bolt 2 1/2".

**C.5.115**

Flared Leg Bracket Only SS 50 pk.

**C.5.116**

Tape Measure (6 pk).

**C.5.117**

R9 3A 18x18 DG3 No Pedestrian.

**C.5.118**

24x24 DG3 No Left Turn.

**C.5.119**

NS R2 1 24x30 DG3 25 MPH.

**C.5.120**

Photo Enforced 24x18 HIP.

**C.5.121**

Black Vinyl Gloves Powder & Latex Free.

**C.5.122**

R1 1 30"x30" Stop Sign.

**C.5.123**

All Way 18x6.

**C.5.124**

30x30 Do Not Enter.

**C.5.125**

30x30 Stop Ahead.

**C.5.126**

24 x 8.75 Big L Shaped Bracket for Extended Street name Sign.

**C.5.127**

Photo Enforced 24x18 HIP Black/Yellow.

**C.5.128**

18x24 One Way Right HIP.

**C.5.129**

18x24 One Way Left HIP.

**C.5.130**

18x24 White Blank HIP.

**C.5.131**

Cutoff Wheel 25P 5" x .045 x 7/8.

**C.5.132**

9x38 Blank Alum DG With Holes.

**C.5.133**

9x42 Blank Alum DG With Holes.

**C.5.134**

Pressure Washer 1700 PSI.

**C.5.135**

Galv 2x2x12 Square Signpost.

**C.5.136**

Galv 2x2x10 Square Signpost.

**C.5.137**

Evacuation Route Sign.

**C.5.138**

6x15 White Blank Block Plate.

**C.5.139**

3M 3930 HIP 30"x50'.

**C.5.140**

3M 3930 HIP 36"x50'.

**C.5.141**

3M 3990 DG3 30"x50' (Added).

**C.5.142**

3M 3990 DG3 36"x50' (Added).

**C.5.143**

3M 3990 DG3 48"x50'.

**C.5.144**

Downtown Sign DC.

**C.5.145**

USS HX CP Gr.5 5/16x2 1/2 (Half Thread).

**C.5.146**

3M Blue Tape 1.88 x 60 12 Pack.

**C.5.147**

Knife/Blade Set Hobby.

**C.5.148**

School Zone 15 MPH 24x48 DG3 (Without Time).

**C.5.149**

School Zone 15 MPH 24x48 DG3 (With Time).

**C.5.150**

18W" x 24H" 0.080-gauge Aluminum Sign Blanks (2) 3/8 in. Hole Diameter Top and Bottom Centered – one side covered with white 3990 Diamond Grade Reflective sheeting.

**C.5.151**

24W" x 30H" R6-2R One-Way Signs Right Arrow – Diamond Grade reflective sheeting with (2) 3/8 in. pre-punched holes.

**C.5.152**

24W" x 30H" R6-2L One-Way Signs Left Arrow – Diamond Grade reflective sheeting with (2) 3/8 in. holes.



**C.5.153**

30W" x 30H" 0.080-gauge R1-1 STOP Sign Blank, DG reflective sheeting.

**C.5.154**

24W" x 24H" w17-1 Speed Hump sign- Diamond Grade reflective sheeting with (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered.

**C.5.155**

Universal Bracket for Street Name Signs, Bracket Options=Flat Sign in 5.5-inch Slot (Evacuation Route Bracket).

**C.5.156**

Westward Box End Wrench 5MP93 1/2 x 9/16 in. Box End Wrench, Alloy Steel, Satin, Head Size 1/2 in, 9/16 in, Overall Length 8 3/4 in, 40 Degrees, SAE, Offset, Tether Capable or the equivalent once the specifications are met.

**C.5.157**

12H" x 24W" 0.080-gauge Sign Blank Aluminum plates (2) 3/8 in. Pre-punched Hole Diameter Top and Bottom Centered.

**C.5.158**

24W" x 30H" 0.080-gauge Aluminum Sign Blanks (2) 3/8 in. Hole Diameter Top and Bottom Centered - one side covered with white 3990 Diamond Grade Reflective sheeting.

**C.5.159**

M18 FUEL Cordless Impact Driver Kit — With (2) 2.0Ah Compact Batteries, 1/4in. Hex, 2000 In.-Lbs. Torque, Milwaukee Model# 2853-22CT or other equivalent model. It includes 1) M18 FUEL 1/4in. hex impact driver (2) M18 Red Lithium 2.0 compact battery packs (1) M18 & M12 multi-voltage charger (1) Belt clip (1) Bit holder (1) Carrying case.

**C.6 Material Compliance Certification**

The Contractor shall provide all material compliance certifications for all goods, supplies, and materials obtained from manufacturers within 21 calendar days from contract award

**C.7 Ordering Procedures**

DDOT will place orders in writing via email after issuing Task Order. The Contractor shall respond with availability, and estimated delivery date. The Contractor shall not deliver any goods without written CA approval.

## **SECTION D:     PACKAGING AND SHIPPING**

The Contractor shall submit each deliverable to the CA. Protect all signs during shipment and storage. Affix a label outlining the retroreflective sheeting manufacturer's recommendations for handling, transporting and storing all types of signs to each shipping carton or crate. Provide full details of such recommendations with each shipment of signs. Label each crate or package of signs as to the contents (arrows, shields, etc.) Individually rack or separate signs using foam or slip sheeting. Store signs standing at 75°–90°; protect face surfaces. Ensure all signs are debris-free with no extraneous markings. Inspect all signs and packaging before shipping. The Contractor shall maintain and implement a quality control system acceptable to DDOT for all deliveries.

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from the date of award specified on the cover page of this contract.

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one-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 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 (CO) prior to expiration of the contract.

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

**F.2.3** The price for the option period(s) shall be as specified in Section B.

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

### **F.3 DELIVERABLES**

**F.3.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in **section G.2** in accordance with the following:

<b>CLIN</b>	<b>Deliverable</b>	<b>Time Frame/ Deadline</b>	<b>Format/Method of Delivery</b>	<b>To Whom/Location</b>
N/A	Material Compliance Certifications (Refer to C.5.	21 calendar days from the date of contract award	Electronic	Email CA.
N/A	All items on B.8 Price Schedule for each contract period	21 calendar days from CA's order	Delivery/Shipping	DDOT 1338 G Street, SE (Back Alley)

		request via email  (Refer to C.5)		Washington, DC 20003
--	--	--	--	-------------------------

**F.3.2** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, the Contractor shall submit to the CA, as a deliverable, the compliance report or a waiver of compliance with its final request for payment.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 CONTRACTING OFFICER (CO)**

- G.1.1** Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the CO is:

Benita F. Scott  
Deputy Chief Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
250 M Street, SE 7th Floor  
Washington, DC 20003  
[Benita.Scott@dc.gov](mailto:Benita.Scott@dc.gov)

- G.1.2** The CO is the only person authorized to approve changes in any of the requirements of the contract.
- G.1.3** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the CO.
- G.1.4** 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.

### **G.2 CONTRACT ADMINISTRATOR (CA)**

- G.2.1** The contact information for the CA is:

Mohammad Aslam  
Program Manager, SFIB  
District Department of Transportation  
1338 G Street SE (Back Alley)  
Washington, DC 20003  
202-359-4966  
[mohammad.aslam@dc.gov](mailto:mohammad.aslam@dc.gov)

- G.2.2** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
1. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  2. Coordinating site entry for Contractor personnel, if applicable;

3. Reviewing invoices for completed work and recommending approval if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
4. Reviewing and approving invoices for deliverables to ensure receipt of supplies and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
5. Maintaining all contract correspondence, modifications, records of inspections (site, data, equipment, etc.) and invoices or vouchers.

**G.2.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified in the contract.

**G.2.4** The Contractor will be 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.

**G.3 INVOICE PAYMENT**

**G.3.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.3.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.4 INVOICE SUBMITTAL**

**G.4.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

**G.4.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

**G.4.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

## **G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.5.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the compliance report or a waiver of compliance.

**G.5.2** The District may impose monetary fines for willful breach of the employment agreement or failure to submit the compliance report.

## **G.6 PAYMENT**

### **G.6.1 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of supplies and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and
- c) Presentation of a properly submitted invoice.

## **G.7 ORDERING CLAUSE**

**G.7.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G. 7.2** 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. 7.3** Delivery orders or task orders may be issued by facsimile or by electronic commerce methods and are considered "issued" when the District sends the order.



## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISTRICT RESPONSIBILITIES**

Not Applicable

### **H.2 CONTRACTOR RESPONSIBILITIES**

Refer to Section C

### **H.3 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 CO at least thirty (30) 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 CO for any proposed substitution of key personnel.

### **H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT in its place:

#### **H.4 51% DISTRICT *RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT***

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.4.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, D.C. Code § 2-219.01 *et seq.* (“First Source Act”) and Contractor’s First Source Employment Agreement.

If a contractor has one or more contracts to provide construction, renovation work, or information technology work to the District valued at \$500,000 or more during a 12-month period, the contractor is required to register an apprenticeship program with the DC Apprenticeship Council through the DOES Office of Apprenticeship. The prime contractor shall include this provision its subcontracts under those contracts.

Contractors with a contract valued at more than \$1 million are required to register an apprenticeship program with the DC Apprenticeship Council through the DOES Office of Apprenticeship.

### **I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

**RESERVED**

### **I.3 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. A copy of the SCP may be obtained at <https://ocp.dc.gov>, go to **Quick Links** and click on **“Required Solicitation Documents”**.

### **I.4 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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 to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

- B. **INSURANCE REQUIREMENTS**

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
  - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
  - c) A waiver of subrogation in favor of The Government of the District of Columbia
  - d) Any Annual Aggregate shall apply on a per location or per project basis
  - e) Defense costs shall be in addition to and not erode the limits of liability
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
  - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
  - ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

- 3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.

- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.

4. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Technology Liability Insurance (Errors & Omissions) - The Contractor shall provide Technology Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers’ liability. The insurance required under this paragraph shall be written

in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

8. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims, legionella, asbestos, lead paint, or silica. The minimum limits required under this paragraph shall be \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

9. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
10. Riggers Liability – (If needed) If and to the extent Contractor’s services or scope of Work call for, require, or involve the lifting, picking, rigging and setting of others property, materials or equipment, Contractor shall procure, maintain and pay for Riggers Liability Insurance to insure against physical loss of or damage in amounts sufficient to insure the full market value and / or replacement costs of the property, materials or equipment being lifted, with a minimum liability limit of \$5,000,000. In addition to replacing any property, materials or equipment damaged through Contractor’s work involving the lifting, picking, rigging and or setting, Contractors shall also be responsible for all consequential loss of use, and delay damages involved in replacing and / or repairing the damaged property, materials, or equipment. Failure to carry appropriate insurance and / or failure to carry adequate limits shall not relieve Contractor from its indemnity and contractual obligations herein.

### **Construction Projects Controlled by the District**

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfies the interests of the Developer.

**Builders Risk** – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake, and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry. The deductible for Frame or Joisted Masonry construction shall not exceed \$25,000.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Developer, Subcontractors and Sub – subcontractors in the project.

#### **C. SUBCONTRACTOR INSURANCE REQUIREMENTS**

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

#### **D. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**E. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**F. LIABILITY.** These are the required minimum insurance requirements established by The



Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.
- I. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**  
**And Emailed to the attention of:**  
**Benita F. Scott, MBA**  
**Deputy Chief Contracting Officer**  
**C: 202-961-7872**  
**[Benita.scott@dc.gov](mailto:Benita.scott@dc.gov)**

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to

be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

## **I.5 SUBCONTRACTS**

- (A) The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the contract. Notwithstanding any subcontract approved by the District, the Contractor shall remain liable to the District for all work and services required hereunder.
- (B) The prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Code § 2-353.01.
- (C) The Contractor shall include a dispute resolution provision in all of its subcontracts which requires the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute.

## **I.6 ENTIRE AGREEMENT**

This contract, including the Attachments hereto, constitute the entire agreement between the District and the Contractor and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein will be binding or valid, and this contract may not be changed, modified, or altered in any manner except by an instrument in writing executed by both parties hereto.

## **I.7 SUBCONTRACTING REQUIREMENTS**

### **(a) Mandatory Subcontracting Requirements**

- (1) For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Code § 2-218.63.
- (5) If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **(b) Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan for the base period as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District. The prime contractor shall be required to submit a subcontracting plan required by law for each option period exercised by the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

**(c) Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

**(d) Subcontracting Plan Compliance Reporting.**

- (1) The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - A. The price that the prime contractor will pay each subcontractor under the subcontract;
  - B. A description of the goods procured or the services subcontracted for;
  - C. The amount paid by the prime contractor under the subcontract; and
  - D. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**(e) Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**(f) Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**(g) Enforcement and Penalties for Breach of Subcontracting Plan**

- (1) A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Code § 2-218.63.

- (3) If the CO determines the contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Termination for Default**.

## **I.8 BUSINESS ASSOCIATE COMPLIANCE UNDER HIPAA**

If the contractor transmits, creates, accesses, receives, or maintains health information on individuals who are served by the District and is a Business Associate as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and associated regulations promulgated at 45 CFR Parts 160, 162, and 164, the District of Columbia Business Associate Agreement, as it may be modified by the Parties, is incorporated as part of the contract. To obtain a copy of the DC Business Associate Agreement go to <https://ocp.dc.gov/>, under Quick Links click on "Required Solicitation Documents".

## **I.9 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

## **I.10 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.11 DISPUTES**

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

### ***Disputes***

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
    - (i) A description of the claim and the amount in dispute;
    - (ii) Data or other information in support of the claim;
    - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
    - (iii) The Contractor's request for relief or other action by the CO.
  - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
  - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (4) The CO's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vi) Indicate that the written document is the CO's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
  - (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
  - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract,

unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (6) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (7) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (8) Provide a description of the claim or dispute;
  - (9) Refer to the pertinent contract terms;
  - (10) State the factual areas of agreement and disagreement;
  - (11) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (12) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (13) Indicate that the written document is the CO's final decision; and
  - (14) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (15) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (16) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (17) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (18) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (b) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (c) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.12 CHANGES**

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

## **15. Changes:**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

#### **Non-Discrimination Clause:**



- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (c) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
    - (a) employment, upgrading or transfer;
    - (b) recruitment, or recruitment advertising;
    - (c) demotion, layoff or termination;
    - (d) rates of pay, or other forms of compensation; and
    - (e) selection for training and apprenticeship.
  - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 RIGHTS IN DATA**

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

##### **A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming

tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

## **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

## **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

#### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

## SECTION J: ATTACHMENTS

The following attachments are incorporated into the solicitation and resulting contract by reference.

Attachment Number	Document	Incorporated By
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.2	Reserved	N/A
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.4	Department of Employment Services First Source Initial Employment Plan available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.5	Department of Employment Services First Source Employment Agreement available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.6	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.7	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.8	Tax Certification/Affidavit available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference
J.9	Bidder/Offeror Certifications available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> , under Quick Links click on “Required Solicitation Documents”	Reference

<b>Attachment Number</b>	<b>Document</b>	<b>Incorporated By</b>
<b>J.10</b>	Notice of Prohibition of Sexual Harassment in the Workplace	Full- Text
<b>J.11</b>	Subcontracting Plan (if required by law) available at <a href="https://ocp.dc.gov">https://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”	Reference
<b>J.12</b>	The Price Schedule	Full-Text

## **SECTION K: RESERVED**

## SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid.

### L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** To be considered, a bidder must submit its bid via DTAP (See Section L.2.3) before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted. **Bids may also be emailed to [Nasehullah.Nasihi@dc.gov](mailto:Nasehullah.Nasihi@dc.gov) & [Benita.Scott@dc.gov](mailto:Benita.Scott@dc.gov). All bids & signed amendments must be received no later than June 30, 2026, 2:00 PM EST.**
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3** OCP and DDOT are currently implementing improvements to vendors submitting bids using DDOT secure DTAP. During the transition to using DTAP please submit responses using two methods. a) Using DTAP and b) creating secure documents drop box and submitting response by sharing link to the drop box with Contract Specialist and Contracting Officer.

#### **DTAP submission instruction:**

1. To submit response to solicitation, follow the link [District Transportation Access Portal](#) (DTAP). After accessing DTAP, Contractor/Vendor must register and create a **Business User** profile to use DTAP. Follow the steps below to use DTAP interface:

For technical questions regarding DTAP, please email [dtapsupport@dc.gov](mailto:dtapsupport@dc.gov).

#### **C. Step by Step Instructions how to use DTAP**

1. Find the List of Solicitations

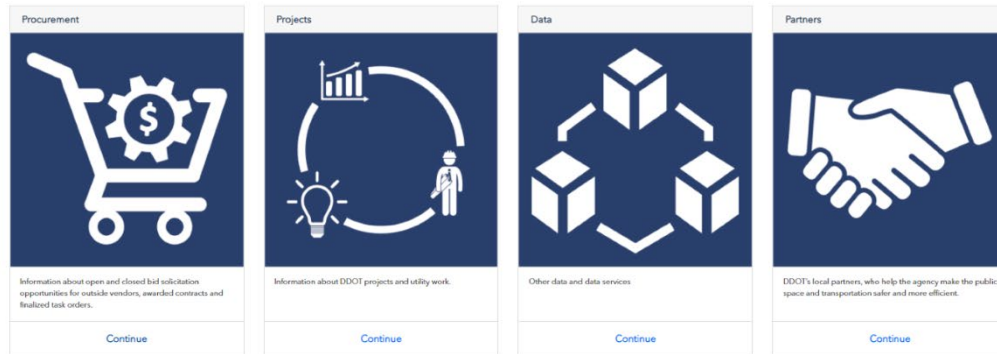
- a.** Log in to DTAP and locate the menu  dropdown button on the left side of the page.



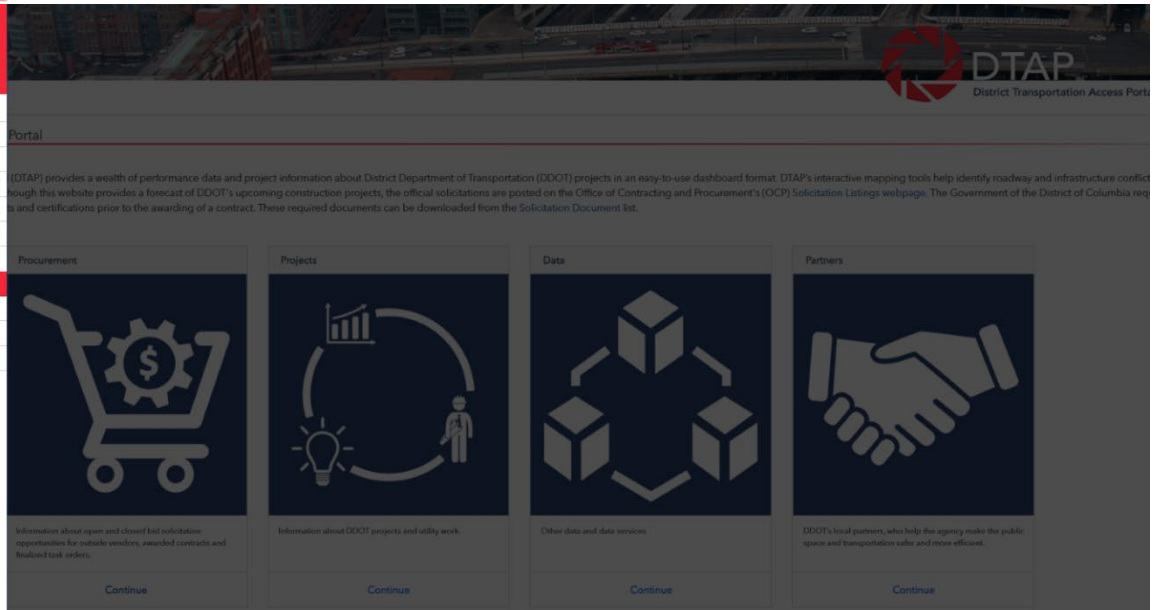


## District Transportation Access Portal

The District Transportation Access Portal (DTAP) provides a wealth of performance data and project information about District Department of Transportation (DDOT) projects in an easy-to-use dashboard format. DTAP's interactive mapping tools help identify roadway and infrastructure conflicts between DDOT and other public space users. Although this website provides a forecast of DDOT's upcoming construction projects, the official solicitations are posted on the Office of Contracting and Procurement's (OCP) [Solicitation Listings webpage](#). The Government of the District of Columbia requires potential contractors to submit specific documents and certifications prior to the awarding of a contract. These required documents can be downloaded from the [Solicitation Document list](#).

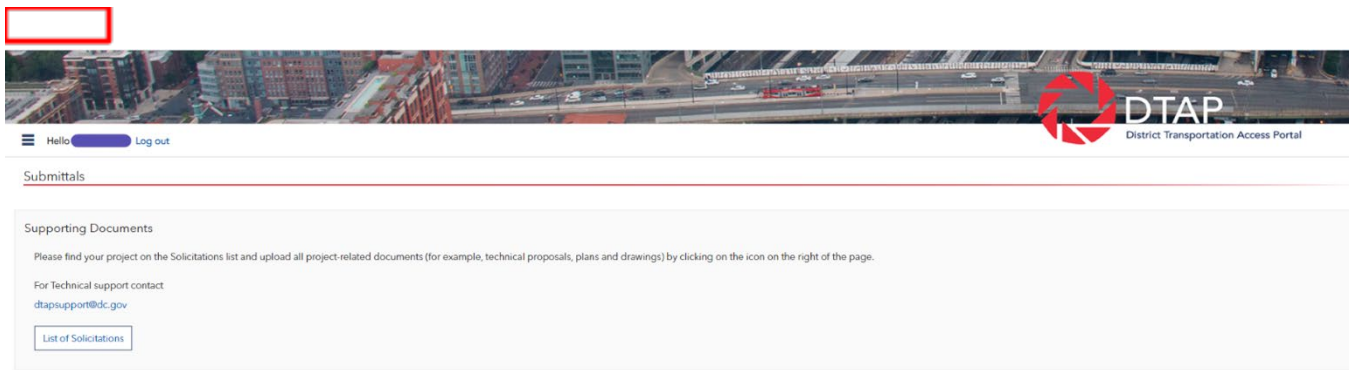


b. On the dropdown menu click on the “Submittals” tab

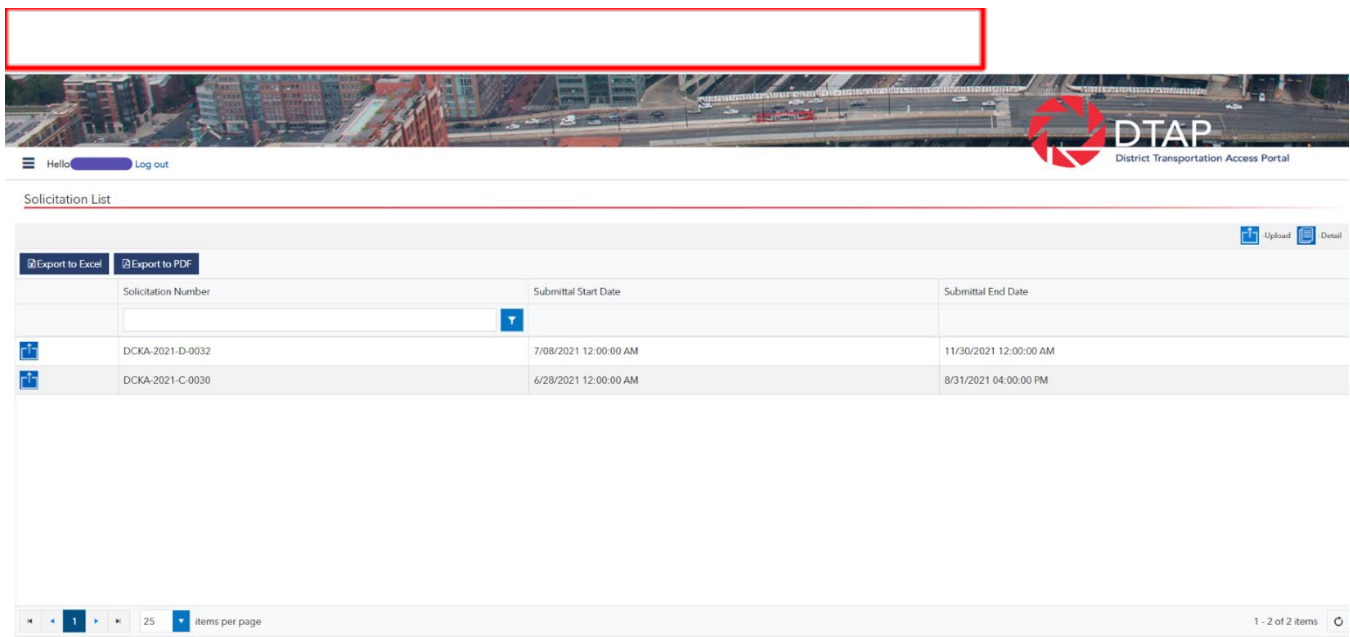


Page Break

2. Search for a Solicitation
  - a. Click on the “List of Solicitations” button.



- b. On the next page scroll through the list of solicitations to find the solicitation you are looking for or search by the solicitation number (for example, “DCKA-2021-D-0032”). Click on the “Upload” link to the left of the solicitation. *Please note the start and end dates of the solicitation period.*



Page Break

### 3. Upload a Document

Upload questions and requested by the solicitation document(s) to the following page by

- Clicking “+Add New Document” followed by
- Selecting a “**dropdown menu**” to identify document(s) you are submitting (for example: Pricing Schedule .pdf, Bid Package Section K, Response to RFP, Response to RFQ etc.).
- “**Select file**” button or “**drag and drop**” to the box on the page.

DTAP  
District Transportation Access Portal

Document Details

Submittal No. CCS210024 Solicitation No. DCKA 2021-D-0032 Description City Wide Traffic Signal Construction Contract (National Highway System Routes)

Submittal Start Date 7/8/2021 12:00:00 AM Submittal End Date 11/30/2021 12:00:00 AM

Document

Required Documents: N/A

Optional Documents:

- Disclosure of Potential Conflict of Interest Forms

Note:

- On clicking 'Add New Document' button, select the appropriate document type before uploading the document.
- Maximum file size permitted is 50MB.
- Click on the Submit button after all the documents are upload.

+ Add New Document

Document Type	File Name	File Size(KB)	Upload Date	Uploaded By
Disclosure of Potential Conflict of Interest Forms				

Submit << Back

d. Click “Submit”

- L.2.4** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.5** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.6** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.7** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.8** The bidder must submit the Price Schedule (attachment J.12) in both Excel and PDF formats.
- L.2.9** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of

performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted into the District's DTAP system no later than the closing date and time. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

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

A bidder may modify or withdraw its bid via the District's DTAP system at any time before the closing date and time for receipt of bids.

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

##### **L.6.1 Late Submissions**

The District's DTAP system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

##### **L.6.2 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

#### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

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

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's DTAP system's instructions or via email to [Nasehullah.Nasihi@dc.gov](mailto:Nasehullah.Nasihi@dc.gov) and [Benita.Scott@dc.gov](mailto:Benita.Scott@dc.gov).

The prospective bidder should submit questions no later than June 23, 2026, at 2:00 PM EST. The District may not consider any questions received less than **(7) seven** days before the date set for submission of bids. The District will furnish responses via an amendment to the solicitation if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Bidders will have access to download solicitation documents, including all amendments, via DTAP. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.9 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

## **L.11 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be non-responsive if it does not include option year pricing.

## **L.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.12.1** Name, address, telephone number, and federal tax identification number of bidder;
- L.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements; and
- L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.13 CAMPAIGN FINANCE REFORM REQUIREMENTS**

- L.13.1** Bidders shall include with its bid the names, official title, and home addresses, of all of its principals as of the date of the solicitation. A principal is any senior officer of a business entity,

including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity.

- L.13.2** Bidders participating in this solicitation shall inform the CO of any updates to its principals that occur while the solicitation is pending.
- L.13.3** Bidders shall include a list of all other contracts it has obtained, or is seeking to obtain, with any District agency or instrumentality.
- L.13.4** For solicitations with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of between \$250,000 and up to and including \$1,000,000 and a base period of performance of 1 year or less, neither the bidder nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award or date the solicitation is cancelled.
- L.13.5** For solicitations with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of over \$1,000,000 or with a base period of longer than 1 year, neither the bidder nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award or date the solicitation is cancelled.

#### **L.14 BID OPENING**

The District shall make publicly available on DTAP (See § L.2.3) the name of each bidder, the bid price, and other information that is deemed appropriate in accordance with 27 DCMR 1527.6.

#### **L.15 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

#### **L.16 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.16.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of \$1,000 or 1% of the contract value, up to \$25,000; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.16.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.17 MANDATORY SUBCONTRACTING PLAN REQUIREMENTS**

**L.17.1** A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, a subcontracting plan that is required by law. The subcontracting plan shall cover the base period. Successful bidders will be required to submit subcontracting plans for option periods if exercised if required by law.

**L.17.2** The subcontracting plan must be based on the maximum total price.

**L.17.3** Bidders must ensure that the subcontracting plan contains current DSLBD certification numbers, the price(s) for each subcontract, name and address of subcontractor(s), and a description of the proposed scope of work.



## **SECTION M: EVALUATION FACTORS**

### **M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **M.1.1. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.1.1** A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this IFB.
- M.1.1.2** A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.
- M.1.1.9** Any prime contractor that is an equity impact enterprise (EIE) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the EIE in response to this IFB.

### **M.1.2 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 is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.1.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

### **M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.2 EVALUATION OF OPTION YEARS**

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