SOLICITATION DCHA-2008-B-0083
Restoration of Therapeutic Center Swimming Pool

SOLICITATION, OFFER AND AWARD Construction, Design and Building Renovation Commodity Management Group	***1. Solicitation No.:*** DCHA-2008-B-0083 Restoration of Therapeutic Center Swimming Pool	***2.Type:*** ***[X} Sealed Bid (IFB)***	***3. Date Issued: 5/19/2008***	***Page 1 of Pages 43***
4. Contract Number **TBD**	5. Requisition/Purchase Request No. RQ389583	6. [ ] Open Market [X] Small Business Set-Aside (see Sec-M)		

7. Issued By: Construction, Design & Building Renovation Group Office of Contracting and Procurement 441- 4th Street, NW, Suite # 700-South Washington, DC 20001	8. Address Offer To: Ms. Diane Wooden, Contracting Officer Office of Contracting and Procurement Suite # 700 South (BID-ROOM) 441-4th Street, N.W. Washington, DC 20001

9. For information contact:	A. Name	B. Telephone (No collect calls)			C. E-mail Address
	Lawana Lawson	(Area Code) 202	(Number) 727-5251	(Ext)	lawana.lawson@dc.gov

IMPORTANT – The "offer" section of this form, must be fully completed by offeror.

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. Sealed offers in "original" plus _1__ copies to perform the work required will be received at the place **specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until (10:00 AM) local time on 6/2 /2008_ .**

(Hour) (Date)

11. The District requires performance of the work described in strict accordance with the following:

Description		Section	Pages
• Solicitation/Offer/Award Form	---	Section –A,	pages: 1-2
• Schedule for Construction, Alterations, Repair, Price		Section - B,	pages: 3-3
• Scope/Specifications/Drawings	---	Section – C,	pages: 4-6
• Packaging and Markings	---	Section - D,	pages: 7-7
• Inspection and Acceptance	---	Section – E,	pages 8-8
• Deliveries and Performances	---	Section - F,	pages 9-10
• Contract Administration Data	---	Section- -G,	pages: 11-15
• Special Contract Requirements	---	Section – H,	pages: 16-19
• Contract Clauses	---	Section - I,	pages: 20-25
• List of Attachments	---	Section – J,	pages: 26-28
• Representations, Certifications and other statements Of Bidders --- ---	---	Section – K,	pages: 29-32
• Instructions, Conditions and other Notices to Bidders		Section – L,	pages: 33-40
• Evaluation Factors for Award	---	Section – M,	pages: 41-43
• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.			

12. After receiving the written **[ ] Award [X] Notice to Proceed t**he Contractor shall begin performance within [TBD] calendar days of the date specified in the Notice to Proceed and complete all the work within [TBD]. This performance period is **[X] Mandatory [ ] Negotiable.**

13. The Contractor must furnish the required performance and payment bonds.
[ ] yes, within ten **(10)** calendar days after receiving the Notice of Intent to Award **[X] no**

14. **Additional Solicitation Considerations**
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference
B. A BID GUARANTEE [ ] is required [X] is not required

Government of the District of Columbia Office of Contracting and Procurement

STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)		
15. Name, Company Name and Address of Offeror (with zip code)	16. Telephone No. ( )	18. Remittance Address (if different than item 15).
	17. E-mail address	

19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.

20. The offeror agrees to furnish any required performance and payment bonds.

21. **ACKNOWLEDGEMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the solicitation (number and date each)

Amendment Number										
Date										

22. Name and Title of person authorized to sign offer (Type or Print)	22A. Signature	22B. Offer

AWARD (To be completed by the District)

23. Amount	24. Accounting and Appropriation data

25. PAYMENT WILL BE MADE BY: See Section G, paragraph G.2	26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)

CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE

27. [ ] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.	28. [ ] AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)		30. Name of Contracting Officer (Type or Print)	
29A. Signature	29B. Date	30A. Signature	30B. Date

STANDARD FORM A - Dated May 2001

PART I

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Parks and Recreation Center (DPR), is seeking a contractor to provide all labor, materials and equipment for the pool rehabilitation at Therapeutic Center Swimming Pool located at 3030 G Street, SE , Washington, D.C. in accordance with the attached Scope of Work.

B.2 The District contemplates award of a firm fixed-price contract for the services specified herein.

B.3 The estimated price range for Contract Line Item Number (CLIN) is between $100,000.00 and $250,000.00.

B.4 The Contractor bid lump sum firm fixed price for the following CLIN as described below:

CLIN	DESCRIPTION	UNIT PER MONTH	EXTENDED PRICE
0001	Pump Restoration at **Therapeutic Center – 3030 G Street, SE, Washington, DC** as described in Scope of work in Section "C" of this solicitation package.	1 LOT	

SECTION C – SCOPE/SPECIFICATIONS/DRAWINGS

C.1 SCOPE OF WORK:

C.1.1 General

The contractor shall perform restoration of DPR Therapeutic Center in accordance with Section C, Scope of Work, which is incorporated herein. The contractor shall completely and properly execute and examine the areas and conditions as specified in the Scope of Work.

C.1.2 Specified Tasks

C.1.2.1 The Contractor shall perform the following tasks which shall include but not necessarily be limited to the following:

a. Replace the Plexiglas of the window over the hot tub.
b. Replace the vinyl lining in the shell around the edges of the hot tub which started to role up.
c. Replace the vinyl lining of the pool shell in its entirety.
d. Replace the light in the deep end over the fill spout.
e. Deep sand brush the roof trusses above the swimming pool and apply three coats of anti-rust paint to prevent further rust. The type of paint and its application shall be presented to DPR for approval. Professional recommendation is encouraged.
f. Refurbish the stainless steel rails around and inside of the pool to remove the stained part of rails.
g. Replace the push buttons to manual handled flushers in the toilets and in both locker rooms male and female.
h. Resolve the leakage in the bottom of the toilet when flushed in the handicapped accessible toilet, in the ladies locker room leaks.
i. Provide a drain cover in the center of the floor of the ladies and men's locker room.
j. Replace the roller chemical feeder.
k. Investigate the lent hair strainer basket to prevent the loss of water in the hot tub and replace the pipes in the hot tub if there is a bust in the system.
l. Seal all cracks and/or openings in the north wall of the facility (around doors, window, etc.) for the purpose of restricting the flow of outside air into the facility.
m. Investigate the multiport on the pool to resolve the leakage.

C.1.3 General Requirements

The Contractor shall adhere to the following requirements:

C.1.3.1 The contractor shall assign a contract person who will provide liaison with the agency throughout the period of this contract.

C.1.3.2 The contractor shall give advance notice at least forty-eight hours before the initiation of any work should the work anticipate disruption of normal operation of the facility.

C.1.3.3 All work shall be performed in accordance with all applicable local codes and regulations. Where any portion of the systems specified or shown on the drawing is not installed in accordance with all applicable laws, ordinances, regulations and codes. The contractor must make all changes required by the enforcing authority in a manner approved by the DPR and without additional cost to DPR.

C.1.3.4 The contractor shall field-verify existing conditions, dimensions and requirements prior to submitting also coordinate electrical works with new and existing mechanical, electrical and architectural conditions.

C.1.3.5 All workmanship and material shall be guaranteed from defects by the Contractor for a period of one year from the date of acceptance.

C.1.4 Product Data

The Contractor shall adhere to the following requirements:

C.1.4.1 Catalogue cuts, manufacturer's specifications and nomenclature data will be required.

C.1.4.2 Manufacturer's specifications and nomenclature data will be required for all materials and equipment to be used.

C.1.5 Warranty

The Contractor shall adhere to the following requirements:

C.1.5.1 The manufacturer must provide a one-year warranty from date of start-up acceptance, against defects in workmanship.

C.1.5.2 The contractor shall provide one year of labor and material warranty on all work.

C.1.8 Shop Drawing

The Contractor shall adhere to the following requirements

C.1.8.1 Within two weeks from the issuance of the Notice to Proceed (NTP), submit to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) for DPR's approval a minimum set of drawings showing general layout and scope of all work, all sections and details for fabrication and installation with all items requiring coordination with structure and/ with the work of other trades.

C.1.8.2 Submit to the CO and COTR, in writing with shop drawing, changes or variations from contract requirements and/or specifications, if applicable. Only the CO, in a contract modification, can approve changes to the contract requirements, Scope of Work, or Specifications.

C.1.9 Requirements For Restoring Works Areas

The Contractor shall adhere to the following requirements:

C.1.9.1 Remove and dispose of existing pumps and piping, installation of new pumps, valves, piping and other materials used to install the any and all new equipment.

C.1.9.2 Haul off the sites all demolition materials at contractor's own cost.

C.1.9.3 Restore all areas disturbed to match existing conditions.

C.1.9.4 Patch and repair concrete walkways caused by removal of existing work or alteration performed under this contract shall meet the DPR's guidelines, as specified by the COTR.

C.1.9.5 Repair or replace all work required to be restored or altered and not specified elsewhere to match existing surrounding surfaces with matching material. Join new work to existing work so that jointing will be inconspicuous as possible.

C.1.9.6 Construct concrete walkways in accordance with applicable requirements of Division 500 and Division 600 of the D.C. Highway Departments Standard Specification for Highways and Structures.

C.1.9.7 Ensure that concrete walkways shall be 4" to 6" thick joints shall conform to standard specification mentioned above and 3,000 PSI Air Entrained, P.C. Concrete.

C.1.9.8 Replace existing plants that are damaged as a result of renovations and repairs with new plants of the same species at the contractor's expense.

C.1.9.9 Plant all plants in pits unless otherwise specified. Plants shall be set at such level that, after settlement, they bear the same relation to the level of the surrounding ground as they pore to the ground from which they were dug.

C.1.9.10 Ensure that all plants are healthy and in growing state.

C.1.9.11 Ensure that all plants are planted in prepared mixture of peat and soil, which shall be placed in, layers not more than 6" deep and thoroughly settled by watering and tamping. Back fill carefully so as not to damage bringing level up to established grades.

C.1.9.12 Ensure mulch material is free of foreign matter and toxic substances.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

D.1.1 The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.

D.1.2 The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:

D.1.2.1 Minimum exposure to weather during delivery.

D.1.2.2 Storage off ground in dry, well-ventilated spaces.

D.1.2.3 Covering, as necessary, for adequate protection from soiling and wetting.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

E.1.1. The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions (SCP) for use with Supplies and Services Contracts, dated March 2007, (hereafter defined SCP).

E.1.2 The manufacturer's recommended methods of installation (unless superseded by the specifications) will become the basis for inspection and acceptance of the actual work or installation.

E.2 PARTIAL ACCEPTANCE:

E.2.1 The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under this contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

E.2.2 Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION:

E.3.1 The Contractor shall give the COTR written notice at seventy-two (72) hours in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION:

The Contractor shall commence work the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall start and complete all the work within **[TBD]**.

F.2 OPTION TO EXTEND TERM OF THE CONTRACT:

There are no option periods on this contract.

F.3 TERMINATION FOR CAUSE

F.3.1 The District may terminate the contract by providing written notice of termination to the Contractor if the Contractor defaults in performing any requirement set forth in Section C, Scope/Specifications/Drawings, above and fails to cure such default in accordance with Section 8(a) of the SCP.

F.3.2 Notwithstanding any provision to the contrary in the SCP, if the Contractor or its subcontractors engage in any illegal activity in executing the requirements set forth in Section C, Scope/Specifications/Drawings, above, the District may immediately terminate this contract upon providing the Contractor with written notice of termination.

F.4 DELIVERABLES:

The Contractor shall prepare and submit to the District, as a deliverable, the report described in section H.29.5 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.5 SUBMITTALS:

The Contractor shall submit the following submittals to the COTR and provide a copy to the Contracting Officer (CO). The COTR will review and comment on the submittals within two (2) calendar days of their receipt from the Contractor and return the revised submittals to the Contractor to make the Government- recommended revisions. The Contractor shall incorporated the Government's reviews and comments within two (2) calendar days of their receipt from the COTR and send the submittals back to the COTR for approval and provide a copy of the revised submittals to the CO.

The Contractor shall submit the following requirements:

F.5.1 Complete material list of all items proposed to be furnished and installed.

F.5.2 Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.

F.5.3 Manufacturer's recommended methods of installation(s).

F.5.4 Two sets of "as built" drawing, and copies of all warranties shall be provided before final payment can be processed.

F.5.5 Operation and maintenance manual at completion of project.

F.6 QUALITY ASSURANCE:

The contractor shall adhere to the following requirements:

F.6.1 Any request for approval of a substitute to these requirements shall be, in writing, and shall in the form of a complete set of engineering drawing, structural calculations and specifications which shall be prepared specifically for this project by a professional engineer who is certified as a Certified Pool Operator (CPO).

F.6.2 THE PROPOSED SUBSTITUTE SHALL COMPLY WITH ALL THE DESIGN, PERFORMANCE WARRANTY REQUIREMENTS AND DPR'S REQUIREMENTS FOR DESIGNING NEW AND REHABILITATION OF SWIMMING POOLS.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. The Contractor shall be prepared invoices in **triplicate** and shall submit **concurrent** copies to the following: (1) DPR Chief Financial Officer (CFO); (2) Accounts Payable; and (3) the Contracting Officer's Technical Representative (COTR) as specified below:

The address of the CFO is:
Department of Parks and Recreation
Chief Financial Officer
Attn: Jon Carver, Agency Fiscal Officer
3149 16th St. NW – 3rd Floor, Washington, DC 20010

The address of the ACCOUNTS PAYABLE is:
Department of Parks and Recreation
Accounting Office
Attn: Linda Keenon (202-673-7651)
3149 16th St. N.W. – 3rd Floor, Washington, DC 20010

The address of the COTR is:
Department of Parks and Recreation
David Janifer, COTR
Department of Parks and Recreation
1480 Girard Street NW, 4th Floor
Washington, D. C. 20010

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 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 report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by the Contract, the Contractor may assign funds due or to become due as a result of the performance of the Contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

> Pursuant to the instrument of assignment date _____, make payment of this invoice to _____ (name and address of assignee).

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a. the 3rd day after the required payment date for meat or a meat product;
b. the 5th day after the required payment date for an agricultural commodity; or
c. the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a. the 3rd day after the required payment date for meat or a meat product;
b. the 5th day after the required payment date for an agricultural commodity; or
c. the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Flow Down Requirement for Subcontractors

Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses requires under paragraphs (1) and (2) of DC Official Code §2-221-02(d).

G.6 AUTHORITY OF CONTRACTING OFFICER

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this contract is:

Diane Wooden
Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, NW, Suite 700 South
Washington, DC 20001
(202) 724-2163

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this

contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Department of Parks and Recreation
David Janifer, COTR
Department of Parks and Recreation
1480 Girard Street NW, 4th Floor
Washington, D. C. 20010

G.8.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.8.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 05-2103 Rev. No. 4 dated July 10, 2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with

the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 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.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  (a) Name;
  (b) Social security number;
  (c) Job title;
  (d) Hire date;
  (e) Residence; and
  (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  (a) Material supporting a good faith effort to comply;
  (b) Referrals provided by DOES and other referral sources;
  (c) Advertisement of job openings listed with DOES and other referral sources; and
  (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.
See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 CONFLICT OF INTEREST

H.9.1 No official or employee of the District of Columbia or the Federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, DC Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 For purposes of this solicitation and resulting contract, "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 For purposes of this solicitation and resulting contract, the term "Technical Data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may include, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data also include research and engineering data, engineering drawings and associated

lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 For purposes of this solicitation and resulting contract, the term “Computer Software” means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 For purposes of this solicitation and resulting contract, the term "computer databases" means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the Contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.5.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless:

I.5.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____ with _____(Contractor's Name)

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 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.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 Contractor should be declared bankrupt or 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 then 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.

I.5.11 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 the Contract, or (ii) based upon any data furnished under the Contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that would interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

I.7.1 The Contractor shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior, written consent of the Contracting Officer (which consent may be given or withheld in the absolute discretion of the Contracting Officer). Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1 **Commercial General Liability Insurance**, $1,000,000 limits per occurrence, District added as an additional insured.

I.8.2 **Automobile Liability Insurance**, $1,000,000 per occurrence combined single limit.

I.8.3 **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit disease.

I.8.4 **Umbrella/ Excess Liability Insurance**, $5,000,000 limits per occurrence.

I.8.5 **Professional Liability Insurance**, $1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY

I.9.1 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 Attachment J.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Office of Local Business Development.

I.9.2 In accordance with 45 CFR 74 Appendix A (1), the Contractor shall comply with E.O. 11246 "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

I.10 ORDER OF PRECEDENCE

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

I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.11.1.1 Furnish phase-out, phase-in (transition) training; and

I.11.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the Contracting Officer's written notice:

I.11.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.11.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.11.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.11.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

PART III

SECTION J
LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 4 dated 7/10/07

J.1.2 Living Wage Act Notice and Fact Sheet

J.2 INCORPORATED ATTACHMENTS ***(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)***

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Standard Contract Provisions, dated March 7, 2007

J.1.1

Wage Determination No. 2005-2103, Revision No. 4 dated 7/10/07

(See under separate cover, Attachment J.1.1)

J.1.2
Living Wage Act Notice and Fact Sheet

(See under separate cover, Attachment J.1.2)

PART IV

SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Invitation For Bids: (list names, titles, and telephone numbers of the authorized negotiators).

_____

_____

_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

It operates as:

_____ a corporation incorporated under the laws of the State of: _____,

____ a limited liability company organized under the laws of the Sate of: _____,

____ an individual,

____ a partnership,

____ a nonprofit organization,

____ a joint venture, or

____ other (specify:_____, organized pursuant to the laws of the state of _____.

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal

Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85.

Offeror ____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors.

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS

_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

a. Each signature of the offeror is considered to be a certification by the signatory that:
   i. The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
      1. those prices
      2. the intention to submit a contract, or
      3. the methods or factors used to calculate the prices in the contract.
   ii. The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
   iii. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
   i. Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or
   ii. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above:

   ____

   (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

      a. As an authorized agent, does certify that the principals named in subdivision (b)(ii) have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above; and
      b. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above.

c. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 CERTIFICATION TO ATTEST TO ACCEPTANCE TO ALL TERMS AND CONDITIONS OF THE SOLICITATION WITHOUT EXCEPTION

The offeror shall hereby attest to the following certification of this solicitation.

K.7.1 The following signature of the offeror is considered to be a certification by the signatory that:

> As the authorized agent, I fully attest to all the provisions, terms, conditions, and such of this solicitation without rejection, exception, condition, clarification, exclusion, and such, and I agree to comply with this certification in performance of this contract.
>
> Offeror _____ Date _____
>
> Name _____ Title _____
>
> Signature _____

K.7.2 The offeror shall acknowledge receipt of this certification to this solicitation by signing and returning this certification with the bid package. The District must receive the acknowledgment of this certification by the date and time specified for receipt of bids. Bidder's failure to submit this signed certification with the bid package may result in rejection of the bid.

PART V

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT:

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visit will be scheduled by the COTR. Prospective bidders are encouraged to contact David Janifer, COTR, at (202) 671-0401 (office) or (202) 316-4227 (cell).

Site Visit - TBD.

***TBD – To Be Determined.**

Deleted:

L.2 PRE-BID CONFERENCE:

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **[TBD].**

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within **[TBD]** calendar day(s) after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

Office of Contracts and Procurement
441 – 4th Street, NW, Suite 700 South
Washington, D.C. 20001

L.4 CONTRACT AWARD:

L.4.1. The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer 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.4.2. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.5 PREPARATION AND SUBMISSION OF BIDS:

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

"Bid in Response to Solicitation No. DCHA-2008-B-0083"

L.5.1 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.5.2 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.5.3 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 BID SUBMISSION DATE AND TIME:

Bids must be submitted no later than 10:00 p.m. local time on Friday, June 2, 2008.

Deleted:

BID OPENING LOCATION:
Office of Zoning Hearing Room
441 4th Street, NW, Suite 220
Washington, DC 20001

L.7 WITHDRAWAL OR MODIFICATION OF BIDS:

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.8.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.8.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

L.8.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.8.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

L.8.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.8.4 Postmarks

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.8.5 Late Modifications

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

L.9 HAND DELIVERY OR MAILING OF BIDS TO:

Bid Room
Office of Contracting and Procurement
441, 4th Street, NW, 7th Floor South
Washington, DC 20001
Washington, D. C. 20009

L.10 SUBMISSION OF SUBCONTRACTING PLAN

NOT APPLICABLE

L.11 ERRORS IN BIDS

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

L.12 QUESTIONS ABOUT THE SOLICITATION:

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.13 FAILURE TO SUBMIT BIDS:

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, Construction, Design, Building & Renovation (CDBR) Group, 441- 4th Street, N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 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 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, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.15 SIGNING OF BIDS:

L.15.1 The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.15.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS:

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or

telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 ACCEPTABLE BID GUARANTEES:

NOT APPLICABLE

L.18 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

L.19 LEGAL STATUS OF BIDDER:

L.19.1 Each bid must provide the following information:
L.19.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
L.19.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. 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;
L.19.4 If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
L.19.5 The District reserves the right to request additional information regarding the Bidder's organizational status.

L.20 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

_____ _____
CAL ADDRESS LOCAL TELEPHONE NUMBER/FAX

_____ _____
PAGER NUMBER EMERGENCY NUMBER

_____
EMERGENCY CONTACT PERSON

L.21 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

David Janifer
Contracting Officer Technical Representative
(202) 671-0401

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, NW, Suite 700 South
Washington, DC 20001
(202) 724-2163

L.23 BID DOCUMENTS:

L.23.1. Persons who obtain bidding materials from anyone other than the District's official source as specified under Section L.9 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
L.23.2 The District Government assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains bidding materials through other than the official channels.
L.23.3 Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

L.24.1. Checked all measurements and visible features which would in any manner affect the work to be performed.
L.24.2. Verified conditions at the site.

L.25 PAYMENT AND PERFORMANCE BONDS:

NOT APPLICABLE

L.26 STANDARDS OF RESPONSIBILITY

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

L.26.1. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
L.26.2. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
L.26.3 A satisfactory performance record;
L.26.4 A satisfactory record of integrity and business ethics;

L.26.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.26.6 Compliance with the applicable District licensing and tax laws and regulations;

L.26.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.26.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.26.9 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

SECTION M: EVALUATION FACTORS

M.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 **General Preferences**

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

M.1.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

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

M.1.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.1.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.1.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.1.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.1.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Invitation For Bids (RFP).

M.1.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.1.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.1.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.1.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.1.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

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

M.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

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

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

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.