

 <u>SOLICITATION, OFFER AND AWARD</u> <u>(General Construction)</u>		1. Solicitation No.: DCHA-2008-R-0118		2.Type: <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		3. Date issued: 10/3/07		Page 1 of																																														
4. Contract Number TBD		5. Requisition/Purchase Request No. N/A		6. <input checked="" type="checkbox"/> Open Market with set aside For LSDBE subcontracting (see Sec-M) <input type="checkbox"/> Set-Aside General Construction Designated Category																																																		
7. Issued By: Ms. Karen Hester, Contracting Officer 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. Karen Hester, Contracting Officer Construction, Design & Building Renovation Group Office of Contracting and Procurement 441 - 4th Street, NW, Suite # 700-South Washington, DC 20001																																																		
9. For information contact:	A. Name: Lawana Lawson	B. Telephone (No collect calls) (Area Code) 202 (Number) 727-5251 (Ext) N/A			C. E-mail Address lawana.lawson@dc.gov																																																	
IMPORTANT - The "offer" section of this form, must be fully completed by Owner.																																																						
SOLICITATION																																																						
NOTE: In sealed bid solicitations "offer" and "Owner" mean "bid" and "bidder" - N/A																																																						
10. Sealed offers in "original" plus ____ copies to perform the work required will be received at the place <u>specified in item 8, or if hand carried, to the bid counter located at address shown in item 8</u> until <u>local time</u> on <u>2:00 PM, November 5, 2007</u> (Hour) (Date)																																																						
11. The District requires performance of the work described in strict accordance with the following: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: center;"><u>Section</u></th> <th style="text-align: center;"><u>Pages</u></th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td style="text-align: center;">---</td> <td>Section - A, pages: 1-2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair, Price</td> <td style="text-align: center;">---</td> <td>Section - B, pages: 3-3</td> </tr> <tr> <td>• Scope/Specifications/Drawings</td> <td style="text-align: center;">---</td> <td>Section - C, pages: 4-9</td> </tr> <tr> <td>• Packaging and Markings</td> <td style="text-align: center;">---</td> <td>Section - D, pages: 10-10</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td style="text-align: center;">---</td> <td>Section - E, pages: 11-11</td> </tr> <tr> <td>• Deliveries and Performances</td> <td style="text-align: center;">---</td> <td>Section - F, pages: 12-12</td> </tr> <tr> <td>• Contract Administration Data</td> <td style="text-align: center;">---</td> <td>Section - G, pages: 13-17</td> </tr> <tr> <td>• Special Contract Requirements</td> <td style="text-align: center;">---</td> <td>Section - H, pages: 18-48</td> </tr> <tr> <td>• Contract Clauses</td> <td style="text-align: center;">---</td> <td>Section - I, pages: 49-55</td> </tr> <tr> <td>• List of Attachments</td> <td style="text-align: center;">---</td> <td>Section - J, pages: N/A</td> </tr> <tr> <td>• Representations, Certifications and other statements Of Bidders</td> <td style="text-align: center;">---</td> <td>Section - K, pages: 106-154</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Bidders</td> <td style="text-align: center;">---</td> <td>Section - L, pages: 155-162</td> </tr> <tr> <td>• Evaluation Factors for Award</td> <td style="text-align: center;">---</td> <td>Section - M, pages: 163-168</td> </tr> <tr> <td>• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.</td> <td></td> <td></td> </tr> </tbody> </table>										<u>Description</u>	<u>Section</u>	<u>Pages</u>	• 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: 4-9	• Packaging and Markings	---	Section - D, pages: 10-10	• Inspection and Acceptance	---	Section - E, pages: 11-11	• Deliveries and Performances	---	Section - F, pages: 12-12	• Contract Administration Data	---	Section - G, pages: 13-17	• Special Contract Requirements	---	Section - H, pages: 18-48	• Contract Clauses	---	Section - I, pages: 49-55	• List of Attachments	---	Section - J, pages: N/A	• Representations, Certifications and other statements Of Bidders	---	Section - K, pages: 106-154	• Instructions, Conditions and other Notices to Bidders	---	Section - L, pages: 155-162	• Evaluation Factors for Award	---	Section - M, pages: 163-168	• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.		
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12. The Owner shall begin performance within <u>60</u> calendar days and complete all the work within <u>60</u> calendar days after receiving the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> Notice to Proceed . This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
13. The Owner must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> 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 <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																						
Government of the District of Columbia					Office of Contracting and Procurement																																																	

OWNER (Must be fully completed by Owner)									
15. Name, Company Name and Address of Owner (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The Owner 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 Owner agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The Owner 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 NONE				24. Accounting and Appropriation data N/A					
25. PAYMENT WILL BE MADE BY: N/A				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data) N/A					
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Owner is required to sign this document and return__ copies to the issuing office). The Owner 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. <input type="checkbox"/> AWARD (The Owner 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 Owner 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

Description

This is a combined synopsis/solicitation, as supplemented with additional information included in this solicitation. This announcement constitutes the only solicitation. A PAPER SOLICITATION PACKAGE WILL NOT BE ISSUED. This announcement constitutes the only solicitation; bids are being requested and a written solicitation will not be issued. This Request for Proposal (RFP) No. DCHA-2007-R-0118-LL. This is an unrestricted procurement. The National Institute of Government Purchasing (NIGP) Code is 913-50-66. All responsible sources may submit a proposal that shall be considered by the agency. The District of Columbia Government, a Municipal Corporation, hereinafter called the "District", contemplates the award of a services contract as a result of this solicitation.

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The District's Contracting and Procurement (OCP), on behalf of the Department of Parks and Recreation (DPR), is seeking a Owner to provide all labor, materials and equipment to remove and relocate the historic Jesse Baltimore House, commonly referred to as Sherrier Place House and hereinafter called, "Sherrier Place House", in accordance with the standards, terms, conditions, and provisions provided throughout this contract. More specifically, the owner shall provide the services, to include but not be limited to, a qualified house mover or architect that has experience with moving historic properties.

B.2 The District will make no payments to the Owner for its services to remove the Sherrier Place House to an appropriate location.

PART I

SECTION C – SCOPE/SPECIFICATIONS/DRAWINGS

C.1 SCOPE:

C.1.1 The District will giveaway the Sherrier Place House located at 5136 Sherrier Place, N.W., in Palisades Park, Washington, D.C to the successful Owner in exchange for the Owner’s removal of the Sherrier Place House.

C.1.2 The Sherrier Place House must be physically relocated from its current site to another site in its “as is” condition

C.1.3 Sherrier Place is a Craftsman-style, two-story Sears, Roebuck & Company “Fullerton” model house and is estimated to be approximately 82 years old. Sherrier Place located on the Palisades Park, a DPR property located in Ward 3 of the District. Sherrier Place’s locale is also identified below:

The Jesse Baltimore house faces east on a corner lot 50 feet wide by 112 feet deep (5,624 square feet) at the northeast corner of Sherrier Place and the entrance to the Palisades Recreation Center. The lot is level and is surrounded on four sides by a chain link fence that has been in place since at least the 1950s. There is an oak tree on the south side of the house which was planted by its owner-builder Jesse R. Baltimore in the late 1920s or early 1930s...

C.1.4 The purpose of this solicitation is to identify and select the most qualified owner for the removal of the Sherrier Place House, structure of possible historic value located at 5136 Sherrier Place in Palisades Park, Washington, D.C (Square 1415, Lot 826). Sherrier Place is owned by the District of Columbia Government’s (District”) Department of Parks & Recreation (“DPR”).

C.1.5 For informational purposes only, the appraised value of Sherrier Place can be found at the following websites:

<http://otr.cfo.dc.gov/otr/cwp/view,a,1330,q,594289.asp> and
https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment

C.2 STANDARDS:

The potential owner shall perform all work in accordance with the Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and *Technical Preservation Services Technical Report “Moving Historic Structures.”*. These documents can be located at the following website:

http://www.nps.gov/history/hps/tps/standguide/overview/using_standguide.htm

PART I

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended and incorporated herein by reference. A copy of this booklet is available free of charge to the bidders at the Bid Issuance Office located at INSERT ADDRESS.

E.2 PARTIAL ACCEPTANCE:

A. The Contracting Officer's Technical Representative (COTR) may not accept part of the work under this contract.

E.3 FINAL INSPECTION:

The Owner shall give the COTR written notice at least seven (7) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Owner shall verify in writing that in the Owner's best judgment no deficiencies exist.

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION:

The Owner shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer and all the work shall be completed in strict accordance with the schedule as provided in this contract after the issuance of the NTP.

F.2 PERFORMANCE SCHEDULE:

A. The owner shall remove the Sherrier Place from Palisades Park within 60 business days of the Notice to Proceed.

B. In the event that the Owner is unable to perform the required services within 60 calendar days, as stated in this contract, the District may demolish the Sherrier Place House without recourse or without refund to the Owner for his/her already incurred expenses.

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO):

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Karen Hester, Contracting Officer
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202)724-4388 (geoffrey.mack@dc.gov)

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

- A. In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended, the Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract.
- B. The Owner 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.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

- A. The COTR is responsible for the technical administration of the contract and advising the Contracting Officer as to the Owner'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 specified in writing by the Contracting Officer. The COTR for this contract is:

Jesse Rounds, Park Planner
Department of Parks and Recreation
(202)671-0416 (jesse.rounds@dc.gov)

- B. It is fully understood and agreed by the Owner that the COTR shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.
- C. Owner shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not authorized by the Contracting Officer in

writing. In addition, Owner may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT'S RESPONSIBILITY:

District shall provide to the Owner all necessary passes for Owner's employees required to enter into the facility.

H.2 PERMITS, LICENSES AND CERTIFICATES:

A. It is the responsibility of the Owner to ascertain and obtain the required permits, licenses, and certificates for this project issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C., licenses and certificates. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space - To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing
10. Single Haul Permit

Licenses

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank
6. Elevator

B. The District shall not allow work requiring permits and licenses to proceed until the Owner produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

1. Where electrical, plumbing and refrigeration Owners and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Owner and the Owner's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

C. The Owner shall prominently display all permits within the confines of the work site.

H.3 UTILITY CONNECTIONS AND SERVICES:

The Owner is responsible for locating all existing utilities (using MISS Utility) and performing the required modifications to all utility connections. All utility costs, costs to modify and disconnection fees shall be borne by the owner. Any need for temporary access to utilities shall be paid for by the owner.

A. TEMPORARY ELECTRICITY:

1. The Owner shall arrange for and pay all expenses associated with procurement and use of the following:
 - a. Install a temporary meter on existing power lines and pay for all electric power used;
 - b. Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;
 - c. Furnish and install all necessary safety devices required;
 - d. Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;
 - e. Make temporary connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;
 - f. Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

B. TEMPORARY WATER: For work purposes, temporary connection to the existing water mains is permitted, at the Owner's expense, contingent upon the Owner performing the following:

1. That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA).
2. That the Owner shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site.
3. That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water.
4. That all branches from temporary main feed be equipped with tight cut- off valves.
5. That upon completion of the work, temporary lines, fittings, valves and other accessories are removed; disconnections made and services restored to an approved condition.

H.4 DEBRIS AND CLEANING:

- A.** The Owner shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.
- B.** Upon completion of the work, the Owner shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the District of Columbia) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.5 STANDARDS:

The potential owner shall perform all work in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and *Technical Preservation Services Technical Report "Moving Historic Structures."* These documents can be located at the following website:

http://www.nps.gov/history/hps/tps/standguide/overview/using_standguide.htm

H.6 EQUIPMENT COORDINATION:

Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Owner to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

H.7 STOPPAGE OF WORK:

If the Owner fails to abide by any, or all, of the provisions of the contract, the Contracting Officer reserves the right to stop all the work, or any portion thereof, affected by the Owner's failure to comply with the contract requirements. This stoppage will remain in effect until the Owner has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Owner to proceed.

H.8 SUBCONTRACTS:

A. Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

1. The divisions or sections of the specifications are not intended to control the Owner in dividing the work among the subcontractors or to limit the work performed by any trade.
2. The Owner shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
3. The Owner shall be responsible for the coordination of the trades, subcontractor and material persons engaged upon his work.
4. The Owner shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.
5. The Government of the District of Columbia will not undertake to settle any differences between the Owner and his subcontractor or between subcontractors.

B. 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 Owner. Any such subcontract shall specify that the Owner and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Owner shall remain liable to the District for all Owner's work and services required hereunder.

H.9 USE OF PREMISES:

A. If the Owner considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Owner shall perform this work without any additional expense to the Government of the District of Columbia.

B. The Owner shall use only such entrances to the work area as designated by the COTR.

C. Once the work is started, the Owner shall complete the work as rapidly as possible and without unnecessary delay.

D. The Owner shall occupy only such portions of the premises as required for proper execution of the contract.

E. The Owner shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.

F. The Owner shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

1. Entry of work areas by unauthorized persons;
2. Removal of Government property and supplies.

G. The Owner shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H. The Owner shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.

H.10 PROGRESS SCHEDULE:

A. The Owner shall submit, not later than five (5) business days after official Notice to Proceed (NTP) has been issued, one reproducible print plus three copies of a schedule diagram and narrative for the 60 days of all the contract activities to include, but not be limited to, the complete tear-down and removal of Sherrier Place House in Microsoft Project. The Owner shall submit all the schedules for approval by the COTR.

H.11 PROTECTION:

A. The Owner shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Owner shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Owner shall replace cracked slabs.

B. Owner shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.

C. Nothing contained in this contract shall be interpreted as making the District a party to, liable for, or relieving the Owner of, including but not limited to, installation of fences, barricades or site protection, and to include the following:

1. The Owner's responsibility for materials delivered, equipment used, and work performed until completion and final acceptance;
2. The Owner's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
3. The Owner's responsibility to protect existing public and private property.

H.12 UNDERGROUND SERVICES:

A. ACTIVE, INACTIVE, OR ABANDONED: The District gives no assurance that there are no active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the Owner shall make the required adjustments. If, during execution of work, the Owner encounters inactive or abandoned services not shown or specified, the Owner shall notify the Contracting Officer.

H.13 EXISTING CONDITIONS:

A. The property described in this RFP is offered "AS IS" and "WHERE IS" and without recourse against the Government of the District of Columbia.

B. No guarantee, warranty or other representation is either expressed or implied.

C. The Owner shall verify by actual measurement existing work required to connect with work now in place before the Owner commences actual work at the site. The Owner shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

D. The Owner shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Owner shall restore work

remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

H.14 GOVERNMENT INSPECTORS:

A. The work shall be conducted under the general direction of the COTR and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the Contracting Officer.

B. The presence of or absence of an Inspector shall not relieve the Owner from compliance with material and workmanship required services under this contract.

H.15 REFERENCE TO CODES AND REGULATIONS:

A. Where the District of Columbia codes and regulations and other codes and regulations are referred under this contract, they are minimum requirements.

B. Where the requirements under this contract exceed the referred requirements of the codes and regulations, this contract shall govern.

C. Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFP, as may be extended for amendments, thereafter.

H.16 BUILDING LINES AND BATTER BOARDS:

A. Prior to commencing work, the Owner shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

1. The Owner shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

2. The Owner shall also establish critical grade and boundaries for removal of the Sherrier Place House where distance measurements are important, utilizing the service of a registered professional surveyor.

3. Within seven (7) calendar days of receiving the plat of computations, the Owner shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

H.17 CHANGES TO CONTRACT PROVISIONS SECTION:

1. The Owner shall submit all projected changes to this contract in writing to the Contracting Officer and COTR for review and approval or denial.

2. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Owner shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

H.19 SCAFFOLDING:

A. The Owner shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.

B. The Owner shall not erect scaffolds until required to be ready for use.

C. The COTR will inspect the work upon the Owner’s advising of completion of contract requirements, and the Owner shall promptly remove the scaffolding upon acceptance of the work.

D. Wherever possible, the Owner shall use swinging scaffolds for exterior work under this contract.

E. Where swinging scaffolds are not practicable, the Owner will be permitted to use other types of scaffolds provided:

1. The Owner shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

2. The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

H.20 TESTING, CARE, AND CLOSURE OF DRAINAGE FACILITIES:

A. Prior to commencement of work under the contract, the Owner shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:

1. On projects where work is to be executed in the area of roof drains and areaways drains, the Owner shall conduct a hose test on each drain line using a ¾ inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.

2. On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Owner shall conduct a hose test using a fire hose under pressure from a fire hydrant.

3. All testing shall be performed in the presence of the Project Inspector and COTR. The Owner shall notify the COTR two (2) working days in advance of the testing.

H.21 PUBLICITY:

The Owner shall at all times obtain the prior written approval from the Contracting Officer before the Owner, any of its officers, agents, employees or subcontractor, 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.22 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Owner 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.23 CONFLICT OF INTEREST:

A. 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 this 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, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

B. The Owner represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Owner further covenants not to employ any person having such known interests in the performance of the contract.

PART II

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973 and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 INSURANCE:

A. **GENERAL REQUIREMENTS.** Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Owner shall procure and maintain during the life of the Contract, the following types of insurance:

1. **Commercial General Liability Insurance.** The Owner shall furnish evidence satisfactory to the Contracting Officer with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Owners' Protective Liability Insurance with minimum \$1,000,000 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

2. **Umbrella/Excess Liability.** Contracts valued at over \$100,000 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.

3. **Workers' Compensation.** The Owner shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Owner agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.

4. **Automobile Liability Insurance.** The Owner shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

5. **Builder's Risk Insurance.** Owner shall provide a Builder's Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing facilities at the site. This policy is not required for contracts involving demolition only.

6. Professional E&O Liability. (This clause is not applicable to this contract). All design and design/build contracts must procure Professional Errors and Omissions (Architect's & Engineer's) Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under this Contract. The policy must provide limits of \$1,000,000 per claim and a \$3,000,000 aggregate. The Owner shall maintain such insurance for five (5) years following the District's final acceptance of the work. The policy will cover the Design/Builders, its subcontractor and subcontractor of every tier, and shall identify the District as the Project Owner on the policy.

B. CERTIFICATE OF INSURANCE. The Owner must submit verification of insurance on a standard Certificate of Insurance ACORD form and receive approval from the Contracting Officer prior to commencement of any work. The Owner shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the Contracting Officer prior to their termination or material alteration.

C. DURATION. The Owner shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the Contracting Officer.

D. OWNER'S PROPERTY. Owners and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Owner tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.3 ANTI-DISCRIMINATION CLAUSE:

The owner shall act in the following manner:

1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
2. Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
3. Shall, along with all subcontractor, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.4 CONFIDENTIALITY OF INFORMATION:

The Owner shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.5 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

The Owner shall only work between the hours of 7:00 AM and 4:30 PM Local Time.

I.6 OWNERSHIP OF PROPERTY:

The Owner shall take title and ownership of the Sherrier Place Houser when the property is leaves the District property.

I.7 OTHER CONTRACTORS:

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

I.8 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section-B); (2) Scope, Specifications, and, Drawings (Section C); (3) Special Contract Requirements (Section H); (4) Contract Clauses (Section I); and (6) Standard Contract Provisions for use with Construction Projects dated 1973, as amended.

PART III

SECTION J: LIST OF ATTACHMENTS

NOT APPLICABLE

PART IV

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS**

- K-1. Certification of Eligibility**
- K-2. Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transaction**
- K-3. Certification as to Corporation**
- K-4. Certification as to Type of Business Organization**

K-1

CERTIFICATE OF ELIGIBILITY

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of Owner. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Owner

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K-2

**CERTIFICATE REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY
EXCLUSION**

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal
investigator, project director, manager, auditor, or any position involving the administration of federal
funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under
any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or
state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability
of Owner. For any exception noted, indicate below to whom it applies, initiating agency, and dates of
action. Providing false information may result in criminal prosecution or administrative sanctions.

_____ Owner	_____ President or Authorized Official
_____ Date	_____ Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509,
31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K-3

**CERTIFICATION AS TO
CORPORATION**

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
 Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on
 behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond
 was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its
 corporate powers.

 Secretary of Corporation

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

- 1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.**
- 2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary, or Assistant Secretary.**
- 3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.**
- 4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.**
- 5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.**

K-4

**CERTIFICATION AS TO TYPE OF
BUSINESS ORGANIZATION**

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

Its operates as:

- a corporation incorporated under the laws of the State of _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture; or

If the Bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

PART IV

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT AND PRE-PROPOSAL CONFERENCE:

L.1.1 Location

The pre-proposal conference and site visit will be combined and on the same date and time. A pre-proposal conference/site visit to discuss the contents of this solicitation and other pertinent matters will be held on October 18, 2007 at 10:00 AM Local Time, at the following location:

Sherrier Place House
5136 Sherrier Place, N.W.
Washington, D.C.

L.1.2 Questions

A. Prospective potential owners 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 potential owners must complete the Pre-Proposal Conference Attendance Roster at the conference so that proposal attendance can be properly recorded.

B. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal 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-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective potential owners who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be sent to all potential owners via their desired email addresses.

L.4 CONTRACT AWARD:

L.4.1 Most Advantageous to the District

The District Government contemplates the award of a services contract to the District as a result of this solicitation.

The District intends to award a single contract(s) resulting from this solicitation to the responsible Potential owner(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, technical and other factors, specified elsewhere in this solicitation considered.

L.4.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Potential owner's best terms from a standpoint of technical and other factors.

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Other Factors Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *(Insert solicitation number, title and name of potential owner)*".

L.5.1 TECHNICAL PROPOSAL – PART I:

1) **TECHNICAL APPROACH:** Each potential owner shall demonstrate specialized experience and technical competence to remove the Jesse Baltimore House in accordance with stated standards of work sub-paragraph 4.4 above. Each potential owner shall provide a copy of a contractual agreement with a licensed building removal specialist. Each potential owner shall discuss effectiveness by conformance to scope and standards, adherence to performance schedules, limiting changes, and other technical approaches that shall satisfy the District's requirements. Each potential owner shall describe firm's capacity to accomplish work in required time frames. Each potential owner shall indicate the firm's present workload and the availability of the project team (including consultants) for the specified contract performance period. Each potential owner shall indicate specialized equipment available. Preference shall be given to proposals that can remove the house in the most intact state.

L.5.2 OTHER FACTORS PROPOSAL – PART II:

1) **PROOF OF PROPERTY:** Each potential owner shall demonstrate through photographs and a deed of property the existence and location of land on to which the Jesse Baltimore House will be placed and their ownership thereof. First preference is for property within the Palisades Neighborhood, second preference is for a property within the District of Columbia characterized by detached single-family homes, and third preference is for any property that will safely contain the structure. The potential owner must provide proof that the structure can be placed on the proposed property with written legal permission from all applicable jurisdiction(s) to place and install the Sherrier Place House without violation of any and all regulations, statues, and codes governing placement and installation of the Sherrier Place House.

2) **PAST PERFORMANCE:** Each potential owner shall provide a minimum of three (3) specific completed projects that best illustrate overall experience for this solicitation's required services, to include, but not be limited to, a brief narrative for each project. Each potential owner shall demonstrate their past performance with Government agencies and private industry with respect to quality of work; related points of contact, to include the names, agency names, business names, titles, addresses, phones, and email addresses; and compliance with performance schedules. A proposal with no record of relevant past performance information shall be evaluated neither favorably nor unfavorably.

3) **FINANCIAL RESPONSIBILITY:** Each potential owner shall submit, with the RFP, proof that he/she has the fiscal ability to carry out this project to completion. To demonstrate fiscal ability the applicant shall provide a bank statement upon request (NOTE: DPR and the District SHALL NOT provide any funding for this project.)

4) **SCHEDULE:** Each potential owner shall provide a schedule for removal of the house from the current property. This schedule shall enumerate the time required for permits as well as the time required for preparation, removal, and replacement on the chosen property. The shortest schedule for removal shall be preferred.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 Proposal Submission

A. Proposal(s) must be submitted no later than 2:00 PM, November 5, 2007. Proposals, modifications to proposals, 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:

B. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

C. The proposal 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 solely by mishandling by the District.

D. The bid is the only bid received.

L.5.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, 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 proposal, modification or request for 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 proposal shall be considered late unless the Potential owner can furnish evidence from the postal authorities of timely mailing.

L.5.3 Late Modifications

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

L.5.2 Late Proposals

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

L.6 HAND DELIVERY OR MAILING OF PROPOSALS

Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 700 South
Washington, D. C. 20001

L.7 EXPLANATION TO POTENTIAL OWNERS

If a potential owner has any questions relative to this solicitation, the prospective potential owner shall submit the question in writing to the Contact Person, identified on page one, in writing. The potential owner shall submit questions no later than October 31, 2007 at 2:00 P.M. Local Time. The District will not consider any questions received after October 31, 2007 at 2:00 P.M. Local Time. The District will furnish responses promptly to all other prospective potential owners. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective potential owners. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Office of Contracting and Procurement, 441 4th Street, N.W, Suite 700 South, Washington, D.C., Telephone Number, 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Esther Scarborough of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 PROPOSAL PROTESTS

Any actual or potential owner, 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 the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals 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 proposals 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.10 SIGNING OF OFFERS

The Owner shall sign the offer and print or type its name on the, Contract Award Form of this propose contract. Erasures or other changes must be initialed by the person signing the offer. Offers 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.11 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the potential owner's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.13 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the potential owners.

L.14 PROPOSAL COSTS

The District is not liable for any costs incurred by the potential owners' in submitting proposals in response to this propose contract.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The potential owner shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment. The District must receive the acknowledgment by the date and time specified for receipt of offers. Potential owners' failure to acknowledge an amendment may result in rejection of the offer.

L.16 ACCEPTANCE PERIOD

The potential owner agrees that its offer remains valid for a period of 120 days from the propose contract's closing date.

L.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all potential owners within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Owner selection and award based on the best

and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Potential owners still within the competitive range.

L.18 LEGAL STATUS OF POTENTIAL OWNER

Each proposal must provide the following information:

A. Name, Address, Telephone Number, Federal tax identification number and DUNS Number of potential owner;

B. District of Columbia, if required by law to obtain such license, registration or certification. If the potential owner 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

C. If the potential owner is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

D. The District reserves the right to request additional information regarding the potential owner's organizational status.

PART IV

SECTION M - EVALUATION FACTORS

M.1. EVALUATION CRITERIA

Price will not be a factor, only non-price factors are considered. Selection of an Owners for contract award will be based on an evaluation of proposals against the following factors in descending order of importance:

CRITERIA 1-Technical Approach

CRITERIA 2- Proof of Property

CRITERIA 3- Past Performance

CRITERIA 4- Financial Responsibility

CRITERIA 5- Schedule

*** END OF SOLICITATION ***