K.4
SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:

Company:_____

Street Address: _____

City & Zip Code: : _____

Phone Number:_____ Fax:_____

Email Address:_____

Solicitation Number: _____

Contractor's Tax ID Number:_____

Caption of Plan: _____

_____

_____

Project Name: _____

Address: _____

_____

Project Descriptions: _____

_____

_____

Duration of the Plan: From _____ to _____

Total Prime Contract Value: $_____.____

Amount of Contract (excluding the cost of materials, goods, supplies and equipment) $_____.____

Amount of all Subcontracts:$_____

LSDBE Total:$_____.____ equals _____%

LSDBE **Subcontract Value** **Percentage Set Aside**

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: $_____

Percentage of Total Set Aside Amount :_____% Tier: :_____ (1st, 2nd, 3rd)

LSDBE Certification Number:_____

Certification Status: (check all that apply)

SBE:	LBE:	DBE:	DZE:	ROB:	LRB:

Point of Contact:_____ Name (Print)

Contact Telephone Number:_____

Fax Number:_____

Email Address:_____

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent **of compliance** by the prime contractor with the subcontracting plan;
d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name:_____ (Print)

Telephone Number: ( ) _____ - _____

Fax Number: ( ) _____ - _____

Email Address: _____

Signature: _____

Title: _____

Date: _____

FOR CO USE ONLY

Date Plan Received by CO: _____

Report: ☐ Acceptable ☐ Not Acceptable Contract Number: DCAM-12-CS-0115

Brian Hanlon _____ _____

Name of CO Signature Date

(SUBCONTRACTORS LIST CONTINUED)

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: $_____

Percentage of Total Set Aside Amount :_____% Tier: :_____ (1st, 2nd, 3rd)

LSDBE Certification Number:_____

Certification Status: (check all that apply)

SBE:	LBE:	DBE:	DZE:	ROB:	LRB:

Point of Contact:_____ Name (Print)

Contact Telephone Number:_____

Fax Number:_____

Email Address:_____

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: $_____

Percentage of Total Set Aside Amount :_____% Tier: :_____ (1st, 2nd, 3rd)

LSDBE Certification Number:_____

Certification Status: (check all that apply)

SBE:	LBE:	DBE:	DZE:	ROB:	LRB:

Point of Contact:_____ Name (Print)

Contact Telephone Number:_____

Fax Number:_____

Email Address:_____

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: $_____

Percentage of Total Set Aside Amount :_____% Tier: :_____ (1st, 2nd, 3rd)

LSDBE Certification Number:_____

Certification Status: (check all that apply)

SBE:	LBE:	DBE:	DZE:	ROB:	LRB:

Point of Contact:_____ Name (Print)

Contact Telephone Number:_____

Fax Number:_____

Email Address:_____

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: $_____

Percentage of Total Set Aside Amount :_____% Tier: :_____ (1st, 2nd, 3rd)

LSDBE Certification Number:_____

Certification Status: (check all that apply)

SBE:	LBE:	DBE:	DZE:	ROB:	LRB:

Point of Contact:_____ Name (Print)

Contact Telephone Number:_____

Fax Number:_____

Email Address:_____

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

K.5
GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFER BOND (See Instructions on 2nd page)	Date Bond Executed: (Must Not be Later Than Offer Opening Date)				
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")				
	[ ] INDIVIDUAL [ ] PARTNERSHIP [ ] JOINT VENTURE [ ] CORPORATION				
	STATE OF INCORPORATION				
	PENAL SUM OF BOND				
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED				5% OF OFFER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	
	OFFER IDENTIFICATION				
	OFFER OPENING DATE	INVITATION NO.			

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE Seal	1. ATTEST	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE Seal	2. ATTEST	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

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 offer 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-6

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offeror's who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such a payment and performance bond, the Offeror understands and agrees that: (1) the Office shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Office will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Office would experience in the event such award or contract are terminate due to the Offeror's failure to post a payment or performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Office would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ___ day of _____, 2012, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____of _____, and that he/she a such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public
My Commission Expires: _____

K.7

EMPLOYMENT AGREEMENT

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:

> 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.

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.

_____ _____

Date Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, 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.9

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

_____a corporation incorporated under the laws of the State of _____
_____an individual,
_____a partnership,
_____a nonprofit organization, or
_____a joint venture; or

(2) If the Offeror is a foreign entity, it operates as:

_____an individual,
_____a joint venture, or
_____a corporation registered for business in _____
(Country)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SITE VISIT AND PRE-PROPOSAL CONFERENCE:

Prospective Offerors must attend a pre-proposal conference/site visit 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 offer 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.

L.1.1 A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held preceding the site visit (see L.1.2) on April 2, 2012 at 11:00 a.m. at the following address:

1881 Corcoran Street N.E.
Washington, DC 20002

L.1.2 Site visits are scheduled following the pre-proposal conference, at the following locations in the order that they are listed:

L.1.2.1 1881 Corcoran Street N.E. Washington, DC 20002
L.1.2.2 1626 Kramer Street N.E. Washington, DC 20002

L.1.3 Prospective Offerors 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 Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-Offer Conference Attendance Roster at the conference so that Offeror attendance can be properly recorded.

L.1.4 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-offer 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 by April 9, 2012 by 3:00 p.m. in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offeror's list as having received a copy of the solicitation. Answers will also be posted on the DGS website at www.dgs.dc.gov.

L.2 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days 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:

Department of General Services
Contracts and Procurement Division
2000 14th Street, NW – 5th Floor
Washington, D. C. 20009

L.3 CONTRACT AWARD:

L.3.1 The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.3.2 This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR 4712).

L.3.3 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT:

L.4.1 Offerors shall submit **one (1) signed original** plus **six (6) copies** of the written proposals in two (2) separate parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCAM-12-CS-0115 ADA Compliance Upgrades at Corcoran and Kramer Shelters"

L.4.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.4.3 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.5 PART ONE – TECHNICAL PROPOSAL

L.5.1 Experience and References

The Offeror shall list up to three (3) similar projects where the General Contractor or Joint Venture Team has worked on in the last five (5) years. Each project should be accompanied by a verifiable reference. For the purposes of this solicitation, projects shall be considered similar in size and scope if the project is a phased interior build-out in an occupied building of comparable size for multiple end users.

Offerors will be evaluated based on the above and their demonstrated experience with: (1) constructing renovation projects in an urban setting; (2) knowledge of, and access to, the local subcontracting market; and (3) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

The Offeror shall provide the following information for each project:

L.5.1.2.1 Name and location of the project;
L.5.1.2.2 Contact person name and telephone number;
L.5.1.2.3 Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
L.5.1.2.4 Time period of the construction;
L.5.1.2.5 Completed size in SF; and
L.5.1.2.6 Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

L.5.2 Key Personnel

Offerors shall assign senior personnel to this project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent and (iii) the Project Manager responsible for the Project. The Offeror shall provide resumes for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project.

L.5.4 Work Plan and Schedule

Offerors shall submit a Work Plan and Schedule. The Work Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided.

At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The schedule should demonstrate the anticipated manner in which the Project will be constructed. The schedule should also show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

L.5.5 LSDBE Compliance/Utilization

The District desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors shall submit a LSDBE Utilization Plan that proposes how it intends to meet this goal.

L.5.6 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of Attachment J.7.

L.6 PART TWO – PRICE PROPOSAL

L.6.1 Table of Contents
L.6.2 Pages 3 through 4 of the solicitation
L.6.3 Attachments J.8, J.9 and J.10
L.6.4 Original Executed Proposal Bond (Section K)
L.6.5 Representations and Certifications (Part IV-Section K) completed and executed in accordance with the instructions included therewith.

L.7 ORAL PRESENTATIONS:

L.7.1 At the District's option, Offerors considered to be responsive may be requested to provide a single oral presentation at the time and place specified by the District. Presentations shall be limited to 45 minutes plus a 15 minute question and answer period. Proposed key personnel for the Project may be requested to make the Oral Presentation. Offerors will receive a 24 hour notice if an oral presentation is required.

L.7.2 Oral presentations will allow Offerors to present the material submitted in their Part One Technical Proposals, and to answer questions by the Technical Evaluation Committee. Offerors deemed to meet the minimum project requirements and determined to be in the competitive range will be notified of the exact time and location for these presentations if required.

L.8 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.8.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. local time on April 19, 2012 to the Department of General Services, Contracts & Procurement Division, 2000 14th Street, NW, 5th Floor, Washington DC 20009. 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:

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

(b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received or;

(d) The Contracting Officer determines that the additional competition is in the best interest of the District.

L.9 WITHDRAWAL OR MODIFICATION OF OFFERS:

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of offers, but not later than the closing date and time for receipt of proposals.

L.10 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.10.1 Offers, modifications to offers, 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.10.1.1 The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers; or

L.10.1.2 The offer or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.10.2 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 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 Offeror can furnish evidence from the postal authorities of timely mailing.

L.10.3 Late Submissions

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

L.10.4 Late Proposals

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

L.10.5 Late Modifications

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

L.11 HAND DELIVERY OR MAILING OF OFFERS TO:

Department of General Services
Contracts & Procurement Division
2000 14th Street, N.W. - 5th Floor
Washington, DC 20009

L.12 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the CO. The prospective Offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective

Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

Amendments, if any, will be posted on the DGS website. Vendors are responsible for checking the DGS website (www.dgs.dc.gov) daily in the event that amendments are made to a solicitation.

L.13 FAILURE TO SUBMIT OFFERS:

Recipients of this solicitation not responding with a offer should not return this solicitation. Instead, they should advise the DGS, CO, Contracts & Procurement Division 2000 14th Street, N.W., 5th Floor, 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 CO, of the reason for not submitting a offer in response to this solicitation. If a recipient does not submit a offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.14.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.14.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.15 PROPOSAL PROTESTS:

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the 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.14 SIGNING OF OFFERS:

L.14.1 The Offeror shall sign the offer and print or type its name on the offer form in the attached Offer Form Package. Each offer must show a full business address and telephone number of the Offeror 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 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 CO.

L.14.2 All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer 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. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

L.15 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 Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.16 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 Offerors.

L.17 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.18 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the

District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.19 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Diane Wooden
Manger of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 5th Floor
Washington, D.C. 20009
Telephone: 202-727-2405
e-mail: diane.wooden@dc.gov

L.20 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.21 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors 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 the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.22 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.22.1 Name, address, telephone number and federal tax identification number of Offeror;

L.22.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide

a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror 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 Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.22.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.22.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.23 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.24 ACCEPTABLE OFFER GUARANTEES:

L.24.1 An offer guarantee in the amount of 5% of the offer price is required with offers over and under $100,000.00. If an Offeror fails to provide the required offer guarantee, such failure will require rejection of the offer.

L.24.2 Types of guarantees acceptable to the District of Columbia:

L.24.2.1A bond provided by a surety in accordance with 27 DCMR Chapter 2708.

L.24.2.2A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

L.24.2.3 United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.25 ACCEPTANCE PERIOD:

The Offeror agrees that its offer remains valid for a period of one hundred twenty (120) calendar days from the date/time of the offer opening. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the offer bond for an additional sixty (60) days.

L.26 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.

LOCAL ADDRESS	TELEPHONE NUMBER
EMERGENCY CONTACT PERSON	EMERGENCY NUMBER
FAX NUMBER	CELLULAR NUMBER

L.27 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

Diane Wooden
Manager of Construction Services
Department of General Services
2000 14th Street, N. W., 5th Floor
Washington, D. C. 20009
Tel: 202-671-2405
Fax: 202-442-9506
E-mail: diane.wooden@dc.gov

L.28 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

JW Lanum
Associate Director/Contracting Officer
Department of General Services
2000 14th Street, N.W. – 5th Floor
Washington, D.C. 20009
Telephone: 202-727-2800
e-mail: jw.lanum@dc.gov

L.29 OFFER DOCUMENTS:

L.29.1 Persons who obtain, solicitation materials from anyone other than the District's official website: www.dgs.gov , are hereby notified that any addenda/amendments issued under

this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

L.29.2 The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains solicitation materials through other than the official channels.

L.29.3 This solicitation and any amendments/addenda to proposal documents and proposal materials are only available electronically from www.dgs.dc.gov , click on the "Solicitation" icon, and then on "List of All Opportunities". In the unlikely event that the DGS website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information or call DGS at (202) 724-4132. Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

L.29.4 All Offerors downloading this solicitation from the DGS website shall submit to Diane Wooden, via e-mail at diane.wooden@dc.gov the following information:

a. Name of company
b. Contact Person name
c. Telephone number
d. Fax number
e. e-mail address

L.30 EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK:

Offerors will be held to have:

L.30.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.30.2 Verified conditions at the site.

L.31 PAYMENT AND PERFORMANCE BONDS:

In accordance with Title 27 DCMR §4736.4, at contract award, the Contractor shall provide both a payment bond and a performance bond each in an amount equal to 100% of the contract price.

L.32 GENERAL STANDARDS OF RESPONSIBILITY:

L.32.1 The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, in order to be determined responsible pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within five (5) days of the request by the District:

L.32.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;