**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract Number: A01
2. Amendment/Modification Number: A01
3. Effective Date: 11/19/2021
4. Requisition/Purchase Request No.: See Block 14.
5. Caption: See Block 14.
6. Issued By: DISTRICT OF COLUMBIA PUBLIC LIBRARY
   Office of Procurement
   901 G Street, NW - 4th Floor
   Washington, DC 20001
7. Administered By: (If other than line 6)
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code):
   Code 9A. Amendment of Solicitation No.
   DCPL-2022-R-0004
   9B. Dated:
   10/27/2021
   10A. Modification of Contract/Order No.
   10B. Dated (See Item 13)

   Code
   Facility

   11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

   13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

   A. This change order is issued pursuant to: (Specify Authority)
   The changes set forth in Item 14 are made in the contract/order no. in item 10A.
   B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of:
   C. This supplemental agreement is entered into pursuant to authority of:
   X D. Other (Specify type of modification and authority)

   **E. IMPORTANT:** Contractor is not, is required to sign this document and return copy to the issuing office.

14. Description of amendment/modification

   **Caption:** Photography Services for the DC Public Library

   The subject solicitation is amended as follows.

   1. Page 3, Sections B.2.1 and B.2.3 - Delete 50% and Insert 35%
   2. Page 4 - Delete Section B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY in its entirety.
   3. Page 18, Section H.2 - DEPARTMENT OF LABOR WAGE DETERMINATION

   Delete: Wage Determination No. 2015-4282, Revision No. 19 dated 07/21/2021
   Insert: Wage Determination No. 2015-4282, Revision No. 20 dated 10/20/2021

   Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)
15B. Name of Contractor
15C. Date Signed
16A. Name of Contracting Officer
16B. District of Columbia
16C. Date Signed

(Signature of person authorized to sign) (Signature of Contracting Officer)

   **Delete:** 50%
   **Insert:** 35%

2. Page 26, Section H.10.1

   **Delete:** If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with certified business enterprises.

   **Insert:** If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with certified business enterprises.

3. Page 44, Add to Section I.

   **I.17 INABILITY TO PERFORM/FORCE MAJEURE**

   Except for the payment of monetary obligations, if the Parties are delayed or prevented from performing any obligations under this Contract by reason of Acts of God, strikes (other than strikes involving the affected Party’s labor force), other causes reasonably beyond its control and/or a pandemic ("**Force Majeure**"), the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by the Parties.

4. Page 45, Attachment J.2 - Department of Labor Wage Determination

   **Delete:** Wage Determination No. 2015-4282, Revision No. 19 dated 07/21/2021
   **Insert:** Wage Determination No. 2015-4282, Revision No. 20 dated 10/20/2021
5. Page 45, Attachment J.6 Former of Offeror Letter

Delete: Form of Offeror Letter
Insert: Revised Form of Offeror Letter Dated 11/19/2021

6. Page 55, Add to Section L.

L.21 CONTRACTOR BUSINESS RESPONSIBILITY

If Contractor becomes suspended or debarred, in violation of any DC and/or Federal statute or regulation, tax and/or licensing requirement, and/or charged with a misdemeanor and/or felony at any time during the contract period, the Contractor shall inform the DCPL CPO within five (5) business days of any notice of these proposed actions and/or deficiencies.

10. All other terms and conditions remain unchanged.

11. RESPONSE TO OFFEROR QUESTIONS

Question No. 1 Can you provide additional details regarding the solicitation? What actually are the services you are requesting?

Response The DC Public Library (DCPL) is requesting photography services that can span from simple headshots to robust coverage of special events. All services will be required to occur at a DCPL location or a location of a partner.

Question No. 2 M.2.3 Price Criterion - What is the format for the price proposal? Would you like the name of the staff with their fully loaded hourly bill rate or would you like one flat hourly rate for the company as a whole?

Response DCPL is requesting a fully loaded hourly bill rate for each CLIN (name of the staff person) on the attached Revised Form of Offer Letter.

Question No. 3 Is this a new requirement or contract renewal? If re-compete, what is the current contract number and who is the incumbent?

Response This is a new requirement.
Question No. 4  Is collaboration expected between the two (2) or more selected Contractors? If yes, in what capacity?

Response  No collaboration is expected between awardees.

Question No. 5  A question? How many estimated hours might we be looking at? Are there prior contracts for same work that I can examine to get an idea of what I would be bidding on or is this a sole source contract with the DC Library having an amount in mind that it wants to allocate to this work? In part, I’m trying to determine if I would be hiring full-time or part time professional DC residents for this work.

Response  It is hard to determine an estimated number of hours as requests for photography services will vary throughout any fiscal year.