

SECTION B: CONTRACT TYPE, SERVICES AND PRICE/COST

B.1 The District of Columbia `Public Library (“DCPL”) is seeking a contractor to provide all labor, supervision, supplies, materials, and equipment necessary to complete general improvements to Room 443 and the Staff Employee Lounge in Rooms 305 and 305A at the MLK Jr. Memorial Library located at 901 G Street, NW, Washington DC 20001, in accordance with the solicitation and the architectural/ engineering plans and specifications provided by OTJ Architects which can be viewed at <https://otjarchitects.sharefile.com/d/s453d29989aa43238> **Attachment J.1**, the MLK furniture specifications included as **Attachment J.10** and the movable walls specifications included as **Attachment J.11**.

The contractor shall perform all necessary work associated with the reconfiguration and renovation of the spaces listed above at the MLK Jr. Memorial Library. Work includes, but not limited to demolition of interior walls and cabinetry, construction of glass partition walls, construction and installation of millwork, FF&E, associated IT infrastructure work and all electrical upgrades as needed.

B.2 The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$100,000.00 and \$300,000.00.

B.3 SET-ASIDE MARKET WITH 35% SBE SUBCONTRACTING FOR BIDS OVER \$250,000.00

This solicitation is being issued in the Set-Aside Market. Only companies that are certified by the District of Columbia Department of Small and Local Business Development may participate in this procurement.

B.4 SUBCONTRACTING PLAN

The Contractor shall submit with the bid, the subcontracting plan required by Section H.9. Failure to submit the plan will result in rejection of the bid.

B.5 PRICE SCHEDULE

B.5.1 The bidder shall quote a lump sum price for this project. In addition, bidders shall complete the Price Breakdown Form in B.5.2.

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	General Improvements at the MLK Jr. Memorial Library	\$ _____

B.5.2 PRICE BREAKDOWN FORM

The bidder shall complete this breakdown of prices and submit with the bid. In case of any discrepancy in the total bid price entered herein and the lump sum price in B.5.1 of the solicitation, B.5.1 shall govern.

Breakdown into Divisions of lump sum price bid under CLIN 0001.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	.....
Div. 02	Existing Conditions	.....
Div. 03	Concrete	.....
Div. 04	Masonry	.....
Div. 05	Metals	.....
Div. 06	Wood, Plastics, and Composites	.....
Div. 07	Thermal and Moisture Protection	.....
Div. 08	Openings	.....
Div. 09	Finishes	.....
Div. 10	Specialties	.....
Div. 11	Equipment	.....
Div. 12	Furnishings
Div. 13	Special Construction
Div. 14	Conveying Equipment

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Div. 22	Plumbing
Div. 23	Heating Ventilation and Air Conditioning
Div. 26	Electrical
Div. 31	Earthwork	.....
Div. 32	Exterior Improvements	.....
Div. 33	Utilities	.....
	
Lump Sum Bid Price	Lump Sum Bid Price	.....

* DIVISION means a discrete component of the work for which a separate price is requested. The “Total Price Breakdown” is the sum total of all components, and must equal the Lump Sum Bid Price.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

- C.1.1** DCPL is seeking a contractor to provide all labor, supervision, supplies, materials, and equipment necessary to complete general improvements to Room 443 and the Staff Employee Lounge Rooms 305 and 305A at the MLK Jr. Memorial Library located at 901 G Street, NW, Washington DC 20001, in accordance with the solicitation and the architectural/engineering plans provided by OTJ Architects which can be viewed at <https://otjarchitects.sharefile.com/d/s81ef34727864349a> **Attachment J.1**, the MLK furniture specifications included as **Attachment J.10**, the movable walls specifications included as **Attachment J.11**, and Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 included as **Attachment J.2**.
- C.1.2** The general improvements shall be in accordance with the design and design intent of the Construction Drawings prepared by OTJ Architects.

C.2 SPECIFICATIONS

- C.2.1** The Contractor shall secure all required trade permits. The Architect/Engineer (A/E) has submitted documents to the District of Columbia, Department of Consumer and Regulatory Affairs, (DCRA), to begin the permitting process. The Contractor shall be responsible for permit costs or any portion of costs not covered by the A/E.
- C.2.2** The Contractor shall demolish (as indicated) and reconfigure/renovate the spaces in accordance with the plans and specifications. The renovation shall consist of, but not limited to, the demolition of gypsum board walls, removal and salvage of doors, demolition of cabinetry and installation of new millwork pieces, installation of glass partition walls and miscellaneous electrical and data work. The work shall be performed to the highest quality associated with its respective trade.
- C.2.3** The work also includes the purchase and installation of FF&E in accordance with the MLK furniture specifications included herein as **Attachment J.10** and the movable walls specifications included as **Attachment J.11**. **No furniture substitutions will be allowed.** Upon contract award, DCPL will provide the Contractor with a letter for use in securing GSA pricing.
- C.2.4** The Contractor shall submit a phasing plan developed in conjunction with DCPL Capital Projects and Facilities Department. Room 443 is currently occupied, therefore, work shall be performed in a manner that will result in minimum disruption to operations. This may include evenings or weekends. Business hours in this area are typically 8:45 a.m. to 5:30 p.m. The Employee Lounge is used primarily during lunch time and work can be performed during normal business hours.

C.3 CONTRACTOR USE OF PREMISES

While performing the work, the Contractor shall take reasonable precautions to protect adjacent properties from damage. The Contractor, at no additional cost to the Government, shall restore any damage caused by the Contractor in the course of this work.

C.4 CENTRAL OFFICE

The Contractor shall maintain a central office between the hours of 7:00 am to 5:00 pm Monday through Friday with sufficient staffing. This office will be used to manage work associated with the project. The office shall be equipped with telephone lines, a fax machine and email and such other equipment and supplies as necessary to fulfill the work required under the contract. Notwithstanding the aforementioned, the Contractor shall submit to the Contract Administrator (CA), contact information where the Contractor can be reached 24 hours, 7 days a week.

C.5 PROJECT SITE SAFETY

The Contractor shall ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District government employees and the general public. All such barricades and safety procedures shall be subject to the approval of the CA. .

C.6 LICENSING ACCREDITATION AND REGISTRATION

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, State and Federal licensing, accreditation and registration requirements and standards necessary for the performance of the contract.

C.7 WARRANTY

The Contractor shall warrant that any services or related materials that are found to be defective or faulty due to imperfect and/or bad workmanship and/or materials within one (1) year from the date of completion shall be replaced at no additional cost to DCPL.

SECTION D: PACKAGING AND MARKING

This Section is not applicable to the solicitation.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by Clause Number 4383-42 Inspection of Services and Clause Number 4383-43 Inspection of Supplies Fixed Price of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 (**Attachment J.2**).

E.2 FINAL INSPECTION

When the contract is substantially complete, the Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the contractor's best judgment no deficiencies exist. After final inspection, the Contractor shall submit to the CA, a punch list and report of corrections.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

F.1.1 The period of performance shall be sixty (60) calendar days from the date specified in the written Notice to Proceed (NTP) issued by the Chief Procurement Officer (CPO). The contract will remain valid for an additional sixty (60) calendar days from beneficial occupancy for corrective or warranty work.

F.1.1.1 Review and approval of FF&E order: fourteen (14) calendar days from the date specified in the written NTP issued by the CPO.

F.1.1.2 **Construction Activities:** Construction activities shall not begin in Room 443 until all FF&E has been received by the Contractor. Activities shall not begin in Room 305/305A until millwork is ready for installation.

F.1.1.3 **Completion:** DCPL defines completion of construction as the day staff can occupy the space based on its intended use. All construction activities shall be completed by **September 30, 2014**.

F.2 DELIVERABLES

The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement included herein as **Attachment J.3**. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 All invoices shall be submitted electronically to the DCPL Accounts Unit via email at invoices.dcpl@dc.gov. Properly prepared invoices shall be paid within thirty (30) days of receipt. To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

The following guidelines will apply to the electronic submittal process:

1. Submit the invoice in Adobe PDF format, ONLY.
2. Invoice must be clearly marked "Original" or "Certified Original".
3. One (1) invoice per electronic submittal.

If you have not received payment within 30 calendar days, please contact the A/P Unit at (202) 727-1198.

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Chief Procurement Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 DCPL will make payments to the Contractor in accordance with the terms of the contract upon the submission of proper invoices or vouchers less any discounts, allowance or adjustments provided for in this contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with clause number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/ Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the DCPL CPO.

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CHIEF PROCUREMENT OFFICER (CPO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Chief Procurement Officer is:

Diane Wooden, CPO
DCPL Office of Procurement
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 727-4800
E-mail: diane.wooden2@dc.gov

G.8 AUTHORIZED CHANGES BY THE CPO

- G.8.1** The CPO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CPO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CPO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CPO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CPO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CPO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CPO if the Contractor’s prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

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G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Kim Fuller
Deputy Director of Facilities Management
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 442-6069
[Email: kim.fuller@dc.gov](mailto:kim.fuller@dc.gov)

G.9.3 The CA shall NOT have the authority to:

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

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CPO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 13, date of last revision: 06/19/2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Attachment J.4** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

- H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (for bids over \$300,000.00), (**Attachment J.3**) in which the Contractor shall agree that:
 - H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
 - H.5.3.1 Number of employees needed;
 - H.5.3.2 Number of current employees transferred;
 - H.5.3.3 Number of new job openings created;
 - H.5.3.4 Number of job openings listed with DOES;

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- H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.5.3.6.1** Name;
 - H.5.3.6.2** Social security number;
 - H.5.3.6.3** Job title;
 - H.5.3.6.4** Hire date;
 - H.5.3.6.5** Residence; and
 - H.5.3.6.6** Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - H.5.5.1** Document in a report to the CPO the Contractor's compliance with section H.5.4 of this clause; or
 - H.5.5.2** Submit a request to the CPO for a waiver of compliance with section H.5.4 and include the following documentation:
 - H.5.5.2.1** Material supporting a good faith effort to comply;
 - H.5.5.2.2** Referrals provided by DOES and other referral sources;
 - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4** Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The CPO may waive the provisions of section H.5.4 if the CPO finds that:
 - H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - H.5.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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- H.5.7** Upon receipt of the Contractor’s final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CPO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CPO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CPO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CPO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CPO pursuant to this section H.5.8.
- H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.
- H.6** **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**
- During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*
- H.7** **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**
- During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*
- H.8** **WAY TO WORK AMENDMENT ACT OF 2006**
- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current Living Wage Notice included herein as **Attachment J.5.**
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

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- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet included herein as **Attachment J.6** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.8.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.8.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.8.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.8.8.4** Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - H.8.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.8.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.8.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - H.8.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - H.8.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;

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- H.9.2.5** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the Chief Procurement Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the CPO, and submit periodic reports, as requested by the CPO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.9.2.8** A list 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 assurances that the prime Contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.2.10** The Subcontracting Plan Form is included herein as **Attachment J.7.**
- H.9.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CPO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
 - H.9.3.1** The dollar amount of the contract or procurement;
 - H.9.3.2** A brief description of the goods procured or the services contracted for;
 - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
 - H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
 - H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

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H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 **Subcontractor Standards**

H.9.4.1 A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CPO determines the Contractor's failure to be a material breach of the contract, the CPO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 **WARRANTY**

H.10.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph H.10.9 of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

H.10.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

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- H.10.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of:
- H.10.3.1** The Contractor's failure to conform to contract requirements; or
 - H.10.3.2** Any defect of equipment, material, workmanship, or design furnished.
- H.10.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- H.10.5** The CPO shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- H.10.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, DCPL shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- H.10.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- H.10.7.1** Obtain all warranties that would be given in normal commercial practice;
 - H.10.7.2** Require all warranties to be executed, in writing, for the benefit of DCPL, if directed by the CPO; and
 - H.10.7.3** Enforce all warranties for the benefit of DCPL, if directed by the CPO.
- H.10.8** In the event the Contractor's warranty under paragraph H.10.1.2 of this clause has expired, DCPL may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- H.10.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by DCPL nor for the repair of any damage that results from any defect in DCPL-furnished material or design.
- H.10.10** This warranty shall not limit DCPL's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 (**Attachment J.2**) is applicable to this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

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

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including

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costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CPO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CPO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CPO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CPO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to

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the expiration date shown on the certificate. The Contractor shall provide the CPO with ten (10) days prior written notice in the event of non-payment of premium.

- I.8.1.1** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CPO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- I.8.1.2** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.2** DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3** LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.8.4** CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5** MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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I.8.6 NOTIFICATION. The Contractor shall immediately provide the CPO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CPO.

I.8.7 CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden, CPO
DCPL
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 727-4800
E-mail: diane.wooden2@dc.gov

I.8.8 DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.8**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 **ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CPO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.6 DISCRIMINATION CLAUSES

I.6.1 Anti-Discrimination Clause

The Contractor:

I.6.1.1 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);

I.6.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.6.1.3 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.6.2 Non-Discrimination Clause:

I.6.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the DCPL Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.6.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

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I.6.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.6.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

I.6.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning nondiscrimination and affirmative action.

I.6.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.6.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the DCPL Chief Procurement Officer (CPO) or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

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- I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University adopted by the Director of the Office of Human Rights, or any authorized official.
- I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as CPO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the DCPL to enter into such litigation to protect the interest of the DCPL.

I.8 DISPUTES

- I.8.1** All disputes arising under or relating to this contract shall be resolved as provided herein.
- I.8.2** Claims by a Contractor against the District.
- I.8.3** Claim, as used in paragraph I.8.1 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - I.8.3.1** All claims by a Contractor against the DCPL arising under or relating to a contract shall be in writing and shall be submitted to the DCPL CPO for a decision. The Contractor's claim shall contain at least the following:
 - I.8.3.1.1** A description of the claim and the amount in dispute;
 - I.8.3.1.2** Any data or other information in support of the claim;
 - I.8.3.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - I.8.1.3.4** The Contractor's request for relief or other action by the CPO.
 - I.8.3.2** The DCPL CPO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - I.8.3.3** For any claim of \$50,000.00 or less, the DCPL CPO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

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- I.8.3.4** For any claim over \$50,000.00, the DCPL CPO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the DCPL CPO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- I.8.3.5** The DCPL CPO's written decision shall do the following:
- I.8.3.5.1** Provide a description of the claim or dispute;
 - I.8.3.5.2** Refer to the pertinent contract terms;
 - I.8.3.5.3** State the factual areas of agreement and disagreement;
 - I.8.3.5.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.8.3.5.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.8.3.5.6** Indicate that the written document is the contracting officer's final decision; and
 - I.8.3.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.3.6** Any failure by the CPO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- I.8.3.7** (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to DCPL for an amount equal to the unsupported part of the claim in addition to all costs to DCPL attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (9)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.8.3.8** The decision of the CPO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (1) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CPO.
- I.8.4** Claims by the District against a Contractor

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- I.8.4.1** Claim as used in paragraph I.8.4 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- I.8.4.2**
- (1) The CPO shall decide all claims by the District against a Contractor arising under or relating to a contract.
 - (2) The DCPL CPO shall send written notice of the claim to the Contractor. The DCPL CPO's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
 - (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- I.8.4.3** This clause shall not authorize the CPO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- I.8.4.4** The decision of the CPO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by DCPL as authorized by D.C. Official Code §2-309.04.
- I.8.4.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CPO.

I.9 CONFIDENTIALITY OF INFORMATION

The Contractor 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.10 TIME

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

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SECTION J: ATTACHMENTS

See the following list of attachments. Bidders shall submit with the bid Attachments J.3, J.7, J.8 and J.9.

Attachment Number	Document
J.1	Construction Drawings at https://otjarchitects.sharefile.com/d/s453d29989aa43238
J.2	District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
J.3	First Source Employment Agreement (for bids over \$300,000.00)
J.4	DOL Wage Determination No. 2005-2103, Revision No. 13, Dated 06/19/2013
J.5	2014 Living Wage Notice
J.6	2014 Living Wage Fact Sheet
J.7	Subcontracting Plan Form
J.8	EEO Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	MLK Furniture Specifications
J.11	Movable Walls Specifications

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

NOTE: All certifications in Section K must be filled out, signed and submitted with the bid. Failure to complete and submit all documents will result in rejection of the bid.

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

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

(b) If the bidder is a foreign entity, it operates as:

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the bidder is considered to be a certification by the signatory that:
 - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

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- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6

**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 offeror. 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.

Contractor

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.7

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

Ms. Kim Fuller
Deputy Director of Facilities Management
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 442-6069
[Email: kim.fuller@dc.gov](mailto:kim.fuller@dc.gov)

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K.8 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as **Attachment J.9**.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE-BID CONFERENCE AND SITE VISIT

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against DCPL

- L.1.1** A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **10:00 a.m.** local time on **July 17, 2014** at the following location:

MLK Jr. Memorial Library
901 G Street, NW – Room 417
Washington DC 20001

- L.1.2** The site visit will be conducted immediately following the pre-bid conference.

- L.1.3** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

- 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-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing no later than **July 21, 2014 by 4:00 p.m.** in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Official answers will also be posted on the DCPL website at www.dclibrary.org click on About Us, click on Business Opportunities.

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L.2 POST AWARD CONFERENCE

A post award conference with the Contractor is required. The conference 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:

Capital Projects & Facilities Management
MLK Library
901 G Street, NW – 4th Floor
Washington, DC 20009

L.3 CONTRACT AWARD

L.3.1 The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.3.2 **Evaluation of Bids** - DCPL intends, but is not obligated, to make an award to the lowest responsive and responsible evaluated bidder, which will be determined by applying to the lump sum prices offered by each bidder in response to Section B, the appropriate preferences for each bidder according to Section M.

L.4 PREPARATION AND SUBMISSION OF BIDS

L.4.1 Bidders shall submit **one (1) signed original** plus **(2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

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

**"Bid in Response to Solicitation No. DCPL-2014-B-0047
General Improvements at MLK Jr. Memorial Library "**

L.4.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.4.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.4.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

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L.4.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.4.6 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.5 FAMILIARIZATION WITH CONDITIONS

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

L.6 BID SUBMISSION DATE AND TIME

L.6.1 Bids must be submitted no later than **2:00 p.m. local time on July 24, 2014** to the DCPL, Office of Procurement at the address listed on Page 1, Block 7 of the solicitation.

L.6.2 Bid Opening - DCPL will not conduct a public bid opening. DCPL shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.7 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

L.8.1 Late Submissions

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

L.8.2 Late Modifications

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

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L.9 ERRORS IN BIDS

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

L.10 QUESTIONS ABOUT THE SOLICITATION

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the CPO. The prospective Bidder shall submit questions no later than **2:00 p.m. on July 21, 2014**. DCPL will not consider any questions received after **July 21, 2014**. DCPL will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.11 BID PROTESTS

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

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

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L.13 EXMINATION OF BID DOCUMENTS AND SITE OF WORK

Bidders will be held to have:

- L.13.1** Checked all measurements and visible features which would in any matter affect the work to be performed.
- L.13.2** Verified conditions at the site.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.14.1** Name, address, telephone number and federal tax identification number of bidder;
- L.14.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.14.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.15.1** To be determined responsible, a prospective Contractor must demonstrate that it:
 - L.15.1.1** Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - L.15.1.2** Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - L.15.1.3** Has a satisfactory performance record;
 - L.15.1.4** Has a satisfactory record of integrity and business ethics;

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- L.15.1.5** Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- L.15.1.6** Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- L.15.1.7** Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- L.15.1.8** Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- L.15.1.9** Has not exhibited a pattern of overcharging the District;
- L.15.1.10** Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- L.15.1.11** Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- L.15.2** If the prospective Contractor fails to supply the information requested, the CPO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CPO shall determine the prospective Contractor to be nonresponsible.

L.16 ACCEPTANCE PERIOD

The bidder agrees that its bid remains valid for a period of ninety (90) calendar days from the bid opening_date. However, if for administrative reasons, the District is unable to make an award within this time period, the CPO will request that the Contractor extend the bid as needed until an award has been made.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

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

- M.1.1.1 Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2 Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3 Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4 Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5 Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

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M.1.1.7 Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

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

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

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

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

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

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

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