

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

**WIRELESS NETWORK UPGRADES (CABLING) AT VARIOUS SCHOOL
LOCATIONS**

Solicitation #:DCAM-13-CS-0145

**Addendum No. 2
Issued: May 16, 2013**

This Addendum Number 02 is issued by e-mail on May 16, 2013. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item #1

Form of Contract: Attached to this Addendum is the Form of Contract. THE TERMS OF THE FORM OF CONTRACT SHALL PREVAIL OVER THE RFP. TO THE EXTENT THERE IS AN INCONSISTENCY BETWEEN THE FORM OF CONTRACT ISSUED HEREWITH AND THE RFP, THE FORM OF CONTRACT SHALL GOVERN.

Item #2

Clarifications:

1. **David Bacon:** Contractors will be required to comply with the Davis Bacon Act. The Contractor’s work primarily falls under the Electrical Installer wage scale. Any work that is outside of that classification description shall likely be classified under the Electrician wage scale.
2. To the extent available, scaled drawings are available for download at <https://leftwichlaw.box.com/s/kmlv7ltzuw53y2tr94ak>.
3. Builder’s Risk insurance is not required.
4. To the extent a Contractor is awarded a contract in excess of \$100,000, payment and performance bond will be required. If Offeror’s lump sum price for any given site exceeds \$100,000, the cost of a payment and performance bond should be included in the lump sum price.

Item #3

Below are a list of questions received and the Department’s responses:

1. Does the awarding contractor provide the AP devices or does OCTO? In the scope of work, it states that OCTO will install the devices but it’s unclear to me if they are providing them as well. **Response: AP devices are furnished and installed by OCTO.**
2. Conflicting information regarding how many past performance references are required. Original RFP states no more than 8 and Addendum #1 asks for no less than

15. Response: Please follow the RFP requirements and include up to 8 projects demonstrating past performance.

3. Addendum #1 also has specifications for Security Systems, Video Surveillance and Voice Data systems. None of these were discussed at the walkthroughs but as they are included in addendum #1 I had to ask. Are we to provide as specified? **Response: DGS does not require any Security, Video, or Voice system work.**

Item #4

Revised Scope: Notes from the site walkthroughs outlining revised scope of work requirements are attached.

Item #5

Revised Bid Form: A revised bid form is attached.

Item #6

The bid date is hereby changed. Proposals are due by **May 29, 2013 at 2:00 pm EDT**. Proposals that are hand-delivered should be delivered to the attention of: Derrick Burke, Contract Specialist, at **Frank D. Reeves Center, 2000 14th Street, NW, 8th floor, Washington, DC 20009**.

- End of Addendum No. 2 -

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



Contracts & Procurement Division

Purchase Order Agreement

Date: May __, 2013

THIS PURCHASE ORDER is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) to the contractor listed below. Assuming this Purchase Order is countersigned by the contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the contractor. The terms of this Purchase Order are as follows:

- 1. Contractor.** This Purchase order is being issued to [INSERT NAME OF CONTRACTOR].
- 2. Items Purchased.** The Department desires to purchase, and the contractor agrees to provide all demolition, labor, materials, and supervision to complete work associated with wireless network upgrades at [INSERT NAMES OF SCHOOLS] in accordance with the scope of work included as **Exhibit A** and the OCTO design packages included as **Exhibit B**. A copy of Contractor’s proposal is included as **Exhibit C**.
- 3. Price.** For the work described herein, the Contractor will be paid a lump sum of \$[INSERT AMOUNT]. An allowance of \$[INSERT AMOUNT] is also established for additional OCTO requests/unforeseen conditions, as directed by the Department’s Program Manager. In no event shall the Contractor be paid more than \$[INSERT AMOUNT] unless the Contractor is authorized to exceed this limit in advance and in writing by DGS’ contracting officer. Contractor has quoted an add/alternate price of \$[INSERT AMOUNT]/additional drop.
- 4. Delivery/Completion Date.** The work that is the subject of this Purchase Order Agreement shall be completed no later than August 1, 2013.
- 5. Billing.** All invoices shall be submitted directly to the Department at the address specified above. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
- 6. Insurance.** At all times while working under this Purchase Order Agreement, the Contractor shall maintain the following insurance: (i) a comprehensive general liability policy having a policy limit of at least Two Million Dollars (\$2,000,000) and including completed operations coverage; (ii) workers compensation coverage at the statutory limit; and (iii) automobile liability, including hired and non-owned auto liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage. Such policies shall be endorsed to add the

District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

- 7. Terms & Conditions.** The District of Columbia's Standard Contract Provisions shall be incorporated by reference into this Purchase Order. The Contractor will perform work in accordance with the 2006 edition of the International Building, Plumbing, Mechanical, Fire, Fuel, and Energy Conservation Code and the 2008 edition of the District of Columbia Construction Code Supplement, ordinances, and regulations, which are enforced by the District of Columbia and relevant federal agencies.
- 8. Special Provisions.**

 - A. Building Code.** The Contractor will perform work in accordance with the 2006 edition of the International Building, Plumbing, Mechanical, Fire, Fuel, and Energy Conservation Code and the 2008 edition of the District of Columbia Construction Code Supplement, ordinances, and regulations, which are enforced by the District of Columbia and relevant federal agencies.
 - B. Warranty.** Contractor shall provide a warranty for the Work that is the subject of this Agreement for one (1) year from the date the products/equipment is delivered.
 - C. Security.** Contractor shall comply with all DCPS security procedures including, but not limited to fingerprinting, before access to the Project Site is granted.
 - D. Punchlist.** Upon Substantial Completion, Contractor and DGS' Program Manager shall walk the Project Site and develop a punchlist of any remaining work. Contractor shall complete all punchlist items within 2 weeks, subject to the Department's final approval, or Contractor shall forfeit any retainage then held by the Department
 - E. Project Site.** Contractor shall keep the Project Site and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.
 - F. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - G. Permits.** The Contractor shall be responsible for obtaining and paying for all job permits, approvals and governmental fees, licenses and inspections, that are required to perform and complete the work. It is understood that such costs are included in the lump sum price establishing in Section 3, above.
 - H. LSDBE.** The Contractor shall ensure that Local, Small and Disadvantaged Business Enterprises will participate in at least 50% of the Contract. Of this amount, thirty-five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The LSDBE certification shall be, in each case, as of the effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal. The Contractor has developed a CBE Utilization Plan that is attached hereto as **Exhibit D**. The Contractor shall comply with the terms of the CBE Utilization Plan in making purchases and administering its Subcontractors and Supply Agreements. Neither the Contractor nor a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as an LSDBE company unless the Department

approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

- I. Economic Inclusion Requirements.** The Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor’s team and every subconsultant’s and subcontractor’s employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with the Contractor, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, thirty five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents. The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. If applicable, the Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site. The Contractor agrees to comply with the requirements of the Apprenticeship Act of 1946, D.C. Code §§ 36-401, et seq.
- J. Davis Bacon.** The Contractor agrees that the construction work performed under this Purchase Order Agreement shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7). The wage rates applicable to this Project are attached as **Exhibit E**. The Contractor further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference.
- K. Cutting and Patching.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.
- L. Performance Bond and Payment Bond.** If the Contract Sum is greater than \$100,000, the Contractor shall, before commencing the work, provide to the Department a payment bond and performance bond, each with a penal sum equal to the full value of the Contract Sum. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bond. All bonds must be in a form acceptable to the Department, its lenders or bond trustee, and issued by a surety authorized to do business in the District of Columbia and bonding company listed on the United State Department of Treasury’s Listing of Approved Sureties. If the Contract Sum is increased pursuant to the terms of the Contract, the Department may require that the amount of the bonds be increased in the amount of one hundred percent (100%) of the increase, and the Contractor shall promptly comply. The Contractor shall furnish a copy of its bonds to any potential beneficiary of the bonds, or permit that person or company to make a copy. If the bonds provided become unacceptable to the Department, the Contractor shall promptly provide substitute security acceptable to the Department.

ISSUED BY:

ACCEPTED BY:

By: _____
Name: JW Lanum
Title: Associate Director,
 Contracts & Procurement Division

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

Delegation: October 11, 2011

Revised Scope:

GENERAL NOTES

1. Hazardous material seminar: Before the start of any work in DCPS facilities, Low Voltage Contractors (the Contractor) shall attend a HAZMAT awareness seminar (approximately 4 hours long) conducted by the DGS Safety Division.
2. After-hours work: Contractor to provide rates for evening work hours, starting at 4:00pm and ending by 5:00am on week days, as requested in the Solicitation, and, specified herein for particular schools.
3. Daily clean-up: Contractor to protect furnishing and clean-up work areas at the end of the work day.
4. New cable pathways: Contractor is to furnish and install pathways when cables are exposed in corridors and public spaces with metal wire trough or electrical metallic tubing (EMT) mechanically fastened to masonry and concrete walls; and, plastic wire molding (Panduit or equal) may be installed on drywall partitions.
5. Existing cable pathways: Contractor may use existing vertical risers, when there is enough room for new cables to fit inside of the riser without over-crowding. The Contractor assumes responsibility of existing pathways when used for the new work and shall repair any damages caused while installing the new work.
6. Cable runs: Contractor shall install 'home-run' cables with a maximum length of 300' from the locations indicated on the bid drawings to the telecommunication room (TR) - - in no case shall any new cabling terminate in a rebox panel.
7. New surface mounted WAP outlets: Contractor shall furnish and install surface mounted "Biscuit" jacks with a heavy duty fire retardant housing at all exposed locations.
8. New wire guard cage for WAP outlets: Contractor shall furnish and install protective cage guards at all new gymnasium WAP locations.
9. Floor penetrations: the Contractor is to locate and mark the floors for core drilled holes, only; and, show these locations to the DCNET contractor to provide all vertical penetrations.
10. Wall penetrations: the Contractor shall provide all horizontal penetrations, through existing walls and install a pipe sleeve to protect new cables. Contractor shall install caulk to seal rough edges around sleeves, as required.
11. Firestopping material: Contractor shall furnish and install fire-stopping at fire rated wall penetrations to be 2 hour rated at drywall partitions; and, 4 hour rated at masonry or concrete walls and drywall partition stair well walls.
12. New patch panels: Contractor shall furnish and install RJ-45 patch panels, Hubbell or equal, to support the new cables if the existing panels do not have spare ports.
13. New 'swing' brackets for patch panels: Contractor shall furnish and install 'swing' brackets, as indicated, to be a hinged, wall mounted bracket to allow the patch panel to swing out for access to the back.

KELLY MILLER

- After-hours work: Contractor to provide evening work hours.
- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- New patch panel: Contractor shall furnish and install a 48 port, patch panel in the first floor TR.
- NIC (Not In Contract): DGS to provide HVAC in all TR locations.

SMOTHERS

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- New metal trough: Contractor to furnish and install metal pathways in corridors.
- TR modifications: Contractor to relocate existing 110 telephone blocks for construction by DGS; and, relocate existing 2 data racks to be side-by-side.
- NIC: DCNET to provide core-drill and metal vertical riser in corridor outside of MDF room.
- NIC: DGS to provide construction services to remove concrete wall section between MDF room and Storage room, install new lighting, HVAC system, and finishes.

SAVOY

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- WAP drops: Contractor to install 'biscuit' jacks on walls above suspended ceilings.

HART

- Cable type: Contractor to provide CAT-6 plenum rated cables, orange in color, for new WAP drops.
- New metal trough: Contractor to furnish and install metal pathways in corridors.
- New patch panel: Contractor shall furnish and install a (24 port) patch panel in each TR.
- Cable route coordination: MDF on the first floor of main building to receive cables from its ground (basement) level and first floor. New cables in the gymnasium may be terminated in the IDF room underneath.
- Fiber cable: Contractor to furnish and install fiber cables from MDF to ground level IDF room.
- NIC: DGS to upgrade HVAC system in IDF room, on the second floor, above gym.

BALLOU

- After-hours work: Contractor to provide evening work hours for installations in the basement level of the Special Education Wing.
- Work Coordination: Contractor to coordinate entrance with school security in the basement level for the Special Education program; and, protect tools and store in locked gang box in staging area. The sub-basement level supports the Adult Learning night school program.
- Cable type: Contractor to provide CAT-5e cables, blue in color, for new WAP drops, securely attached with plastic zip-ties to exposed metal conduit in corridors and public areas. This installation is to be used at Ballou only.
- Main building MDF room: Contractor shall furnish and install a 48 port, patch panel at the bottom of the existing data rack in the MDF room; or, install a new 'swing' bracket on the wall adjacent to the existing rack.
- Cable route coordination: Mechanical Room IDF, on the second floor of main building, may be utilized as a last resort, if cables runs are too long to be terminated in the MDF.
- Cafeteria IDF: Contractor shall furnish and install a 24 port, patch panel on the existing rack; or, install a wall mounted 'swing' bracket.
- Gymnasium first floor IDF: Contractor shall furnish and install a 24 port, patch panel in a wall mounted 'swing' bracket.
- Gymnasium basement TR: Contractor shall furnish and install a 24 port, patch panel on the existing rack; or, install a wall mounted 'swing' bracket. This TR on the basement level supports the WAP cables on the basement and sub-basement levels.

MALCOLM X

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- Cable route coordination: No cables are to be terminated in the rebox panels.
- MDF room #70, first floor: Contractor to install penetration with sleeve through corridor wall to MDF room; and, new ladder rack between existing panel and data rack.

GARFIELD

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- MDF cabling: Contractor to furnish and install new patch cables from existing Hubbell panel to new MDF closet (main office), through a new sleeved wall penetration provided by Contractor.
- MDF coordination: Contractor to furnish and install new data rack with 48 port, patch panels; and, new ladder rack above the power rack and new data rack.
- NIC: DCNET to provide power rack in new MDF closet.
- NIC: DGS to provide construction services at new MDF closet to remove shelving, provide HVAC system, lighting, and finishes.

STANTON

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- Gym MDF room: Contractor to furnish and install new 12” wide ladder rack above 3 existing racks. MDF supports cables on first floor and Annex building.
- IDF Room # 313: Contractor to furnish and install 2 each, 2U wall mounted ‘swing’ brackets on plywood wall board, relocate existing patch panels to new ‘swing’ brackets, remove existing data rack, and, provide new 12” wide ladder rack, ~ 9’ above floor, from wall board to existing Hubbell data rack (to receive cables from second and third floors).
- Annex building: Contractor to furnish and install fiber cables for 2 new WAP drops per bid drawings.
- NIC: Annex building interior renovation. DGS to coordinate cabling activities.

CHEC – Columbia Heights Educational Center (Bell-Lincoln)

- After-hours work: Contractor to provide evening work hours.
- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- Existing Data Outlets: both red and green colored ports are for the data system.
- MDF Room # A210: Contractor to furnish and install new ‘L’ shaped ladder rack above existing racks to wall board.
- TR # D321: Contractor to furnish and install new 24 port, patch panel in existing rack.
- Auditorium: Contractor to furnish and install new ‘Biscuit’ jacks in drywall partitions above exit doors, in bulkhead near stage, and in catwalk above the middle portion of the auditorium.
- Gymnasium: Contractor to furnish and install new ‘Biscuit’ jacks with cage guards, 150” above floor, fed by metal cable trough or EMT.
- NIC: DGS to correct HVAC system that blow hot air in TRs (A-144, A-210, C-136, and D-115).

Washington Metro (KC Lewis)

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- New metal trough: Contractor to furnish and install metal pathways in corridors.
- MDF room, first floor: Contractor to furnish and install new ‘L’ shaped ladder rack.
- IDF room #108: Contractor to install sleeved wall penetrations from existing panels in closet to IDF room; also, furnish and install 4 each, 2U brackets (23” wide to 19” wide) for existing data cabinet with new 48 port, patch panel.
- Core drill coordination: Contractor to locate and mark a spot for DCNET’s contractor to core drill the floor at second and third levels.
- NIC: DGS to improve HVAC conditions in MDF and IDF rooms.

Wheatley

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- TR # 231B: Contractor to furnish and install new 24 port, patch panel in existing rack.
- Library cable pathway: Contractor to furnish and install new plastic wire molding (Panduit or equal) around the library, DGS to approve of pathway location.
- NIC: DGS to improve HVAC conditions in IDF Room #39.

Browne

- Cable type: Contractor to provide CAT-5e plenum rated cables, orange in color, for new WAP drops.
- Cable route coordination: No cables are to be terminated in the rebox panels.
- MDF Room # 1-161: Contractor to furnish and install new 24 port, patch panel in existing rack with new ‘L’ shaped ladder rack to data cabinet.
- IDF Room # 2-252: Contractor is not to utilize the existing data rack in this room for terminations.
- Auditorium second floor seating area: Contractor to furnish and install new ‘biscuit’ jacks with exposed plastic pathways (Panduit or equal) running underneath crown molding.

- IDF Room # 261: Contractor to furnish and install new 24 port, patch panel in existing Hubbell cabinet with new 'L' shaped ladder rack to wall board. Contractor to install a sleeved wall penetration in the wall between the Lounge and IDF room.
- IDF Room # 326: Contractor to furnish and install new ladder rack from wall shelf to existing data cabinet; and, furnish and install a new 24 port, patch panel in the existing Hubbell cabinet.
- Annex building, IDF Room # 103: Contractor to furnish and install a new 24 port, patch panel.
- Annex building pathways: the first floor has a drop ceiling, run cables above; the upper floors are to have metal cable troughs in corridors.
- NIC: DCNET to install a power rack in the second floor Lounge Area; and, patch panel on wall shelf in IDF # 1-326.

Attachment C

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon
Director

Reference: Request for Proposals
Wireless Network Upgrades (Cabling) at Various School Locations

Dear Mr. Hanlon:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Wireless Network Upgrades (Cabling) at Various School Locations. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Lump Sum Contract Price (as defined in paragraph A) and the Add/Alternate Prices (and defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal, the Lump Sum Contract Price and the Add/Alternate Prices are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Lump Sum Contract Price per school is:

Garfield ES:	\$ _____
Columbia Heights EC:	\$ _____
Wheatley EC:	\$ _____
Malcolm X ES:	\$ _____
Savoy ES:	\$ _____
Stanton ES:	\$ _____
Ballou HS:	\$ _____
Kelly Miller MS:	\$ _____
Smothers ES:	\$ _____
KC Lewis-Washington Metropolitan HS:	\$ _____
Hart MS:	\$ _____
Browne EC:	\$ _____

The Offeror acknowledges and understands that the Lump Sum Contract Price is a firm, fixed price to fully complete the work described in the RFP and attachments thereto and that such amount includes funding for work which is not describe in the RFP and attachments thereto but which is reasonably inferable therefrom.

B. Add/Alternate 1: Provide add/alternate unit price for one additional drop.

\$ _____

Add/Alternate 2: Provide add/alternate price to perform the work during off hours, M-F from 4pm to 5 am (per school).

Garfield ES:	\$ _____
Columbia Heights EC:	\$ _____
Wheatley EC:	\$ _____
Malcolm X ES:	\$ _____
Savoy ES:	\$ _____
Stanton ES:	\$ _____
Ballou HS (entire school):	\$ _____
Ballou HS (basement of the Special Ed Wing only)	\$ _____
Kelly Miller MS:	\$ _____
Smothers ES:	\$ _____
KC Lewis-Washington Metropolitan HS:	\$ _____
Hart MS:	\$ _____
Browne EC:	\$ _____

Add/Alternate 3: Provide add alternate cost to core drill a 4” hole through the floor for potential new cable access.

\$ _____

Add/Alternate 4: Provide add/alternate price to pull a low voltage permit (per school).

Garfield ES:	\$ _____
Columbia Heights EC:	\$ _____
Wheatley EC:	\$ _____
Malcolm X ES:	\$ _____
Savoy ES:	\$ _____
Stanton ES:	\$ _____
Ballou HS:	\$ _____
Kelly Miller MS:	\$ _____
Smothers ES:	\$ _____
KC Lewis-Washington Metropolitan HS:	\$ _____
Hart MS:	\$ _____

Browne EC:

\$ _____

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Mr. Brian J. Hanlon

[DATE]

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Sincerely,

By: _____

Name: _____

Its: _____