

SOLICITATION, OFFER, AND AWARD			1. Caption <i>Recruitment of Search Firm – Ombudsperson for Children</i>			Page of Pages <div style="display: flex; justify-content: space-around;"> 1 24 </div>			
2. Contract Number		3. Solicitation Number DCAB-2021-Q4-01FP		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 12/9/2021		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category	
7. Issued By Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, D.C. 20004				8. Address Offer to: Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, DC 20004					
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"									
SOLICITATION									
9. Electronic ONLY offers for furnishing the supplies or services in the Schedule shall be furnished to Dawn Cromer on or before <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> 4:00 p.m. (Hour) </div> <div style="text-align: center;"> EST time (Date) </div> <div style="text-align: center;"> December 17, 2021 (Date) </div> </div> CAUTION: Late submission, Modifications and Withdrawals are subject to all terms & conditions contained in solicitation.									
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address		
		Dawn Cromer		(Area Code) 202	(Number) 724-8127 or (202) 256-4251 c		(Ext)	dcromer@dccouncil.us	
11. Table of Contents									
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OFFER									
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		____ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above – Refer to section G		17. Signature				18. Award Date	
(Area Code)	(Number)								
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items Numbered				20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) JAMAIN TAYLOR				23. Signature of Contracting Officer (District of Columbia)				24. Award Date	

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PAYMENT IDENTIFICATION NO.

The District of Columbia has an automated vendor data base. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their offer. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security numbers since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number _____

Federal Tax ID Number _____

Social Security Number _____

Legal Name of Entity Assigned this Number _____

Street Address and/or Mailing Address _____

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

PAYMENT UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID TAX ID NUMBER, D-U-N-S NUMBER OR SOCIAL SECURITY NUMBER.

PART I

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 ORDERING CLAUSE

- B.1.1** Any services to be furnished under this agreement must be ordered by issuance of a purchase order by the Contracting Office or Ordering Official. Such orders may be issued during the term of this agreement.
- B.2.2** All purchase orders are subject to the terms and conditions of this agreement. In the event of a conflict between the purchase order and this agreement, the agreement shall control.
- B.2.3** If mailed, purchase order is considered “issued” when the Council of the District of Columbia deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

- C.1.1 The Council of the District of Columbia seeks the services of a Contractor to provide professional services to complete an executive search for the recruitment of an Ombudsperson for Children (the “Ombudsperson”) to lead the District of Columbia Office of the Ombudsperson for Children (the “Office”) established pursuant to D.C. Code § 4–671.02.
- C.1.2 The Office was funded pursuant to the District of Columbia’s Fiscal Year 2022 Local Budget Act, and Fiscal Year 2022 began on October 1, 2021. Accordingly, time is of the essence in identifying and securing a suitable candidate to lead the Office, and the duration of the contract will not extend beyond the conclusion of Fiscal Year 2022 on September 30, 2022.
- C.1.3 This solicitation places great emphasis on the need for demonstrated experience in identifying and placing executive level candidates within the public sector.
- C.1.4 Proposers must submit their price proposal on the Schedule Price Matrix provided for this purpose incorporated herein as Section J.1.

C.2 BACKGROUND

- C.2.1 The “Office of the Ombudsperson for Children Establishment Amendment Act of 2020” (the “Act”), codified at D.C. Code §§ 4–671.01 through 4–671.12, became law on April 5, 2021, and the Office of the Ombudsperson for Children was funded with \$935,000 of local funds pursuant to the District’s FY 2022 Local Budget Act.
- C.2.2 The Ombudsperson is “tasked with improving outcomes for children [involved with the Child and Family Services Agency, the District’s child welfare agency,] by holding agencies accountable for fulfilling their responsibilities under the law.” D.C. Code § 4-671.02(a).
- C.2.3 Under the Act, the Ombudsperson “shall be appointed by the Chairman of the Council [the “Chairman”], subject to the approval of a majority of the Council,” D.C. Code § 4-671.02(b), and “shall serve for a term of 5 years and may be reappointed,” *id.* § 4-671.02(c)(1).
- C.2.4 The Contractor will assist the Chairman, in consultation with the Council Committee on Human Services and its Chairperson, Councilmember Brianne K. Nadeau (“Committee Chairperson”), in identifying suitable candidates to interview with the Chairman, the Committee Chairperson, and/or their representatives, including the Contracting Officer’s Technical Representative

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(“COTR”), and to be considered for potential nomination by the Chairman pursuant to the Act.

C.2.5 In so doing, the Contractor will consider the Ombudsperson qualifications enumerated at D.C. Code § 4–671.03. Under D.C. Code § 4–671.03(a), the Ombudsperson must:

- (1) Be a person of recognized judgment, objectivity, and integrity, and qualified by training or experience to analyze problems of law, administration, and public policy;
- (2) Possess experience in the field of social work, counseling, healthcare, mediation, law, policy, or public administration or auditing, accounting, or other investigative field;
- (3) Have management experience that demonstrates an ability to hire and supervise qualified staff; and
- (4) Become a member of the United States Ombudsman Association ("USOA") and, upon appointment, attend the new ombudsman training offered by USOA.

Additionally, under D.C. Code § 4–671.03(b), the Ombudsperson must not:

- (1) Participate in partisan political activities;
- (2) Be a candidate for or hold any other elective or appointive government office; or
- (3) Engage in any other occupation, business, or profession that may detract from the performance of the Ombudsperson's duties or result in a conflict of interest or an appearance of impropriety or partiality with the duties of the Ombudsperson.

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C.3 REQUIREMENTS

C.3.1 The Contractor shall provide a proposal for conducting the following services:

- (a) The Contractor must, consistent with the terms of D.C. Code § 4–671.03, develop a plan to advertise, recruit and select a candidate qualified to serve as the Ombudsperson. The Contractor must specify how the candidate pool will be developed and provide examples of recruitment literature successfully used by the Contractor in other executive searches.
- (b) The Contractor must receive and review all resumes for background, qualifications, and credentials, specify the selection criteria used, and prepare a written summary of all candidates with the most promising qualifications.
- (c) The Contractor must evaluate candidates for serious consideration by conducting in-depth background and reference checks with individuals who are or have been in a position to evaluate the candidate's performance. The Contractor must prepare a short list of qualified candidates and present that list to the COTR with a written report of each candidate's background, noting strengths and weaknesses.
- (d) The Contractor must finalize a process with the COTR for interviews and coordinate the candidates' participation in interviews. The Contractor must assist in developing the interview questions and other evaluation tools and tests that will provide insight into the talents and abilities of each candidate.
- (e) The Contractor must provide the COTR with weekly written status reports and, as needed, with any significant updates.
- (f) The Contractor must assist and provide guidance to the COTR, the Committee Chairperson, and the Chairman in the final selection of a prospective nominee, if requested. The Contractor must also assist Council representatives, including the COTR, and any human resource personnel, in structuring the job offer, the employment package, and relocation (if applicable) with the finalist.
- (g) If so directed by the COTR or the Chairman, the Contractor must notify candidates who were not selected.

C.4 DELIVERABLES

The Contractor will prepare a report detailing the Contractor's activities, analyses, and recommendations and documenting their compliance with each of the requirements in subsection C.3.1 above.

PART I

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services, of the Government of the District of Columbia's Standard Contract Provision for use with Supplies and Services Contracts, dated March 2007.

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PART I

SECTION F – DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

F.1.2 The term of the contract shall be from date of award through September 30, 2022.

F.2 TIME OF DELIVERY ESSENTIAL

F.2.1 Time of delivery is of the essence. Delivery shall be made on or before **September 30, 2022.**

PART I

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

- G.1.1** The Council shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

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

G.2 DELIVERY RECEIPTS AND INVOICES

- G.2.1** Upon completion of all deliveries signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia
Jamaine Taylor
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Telephone: (202) 724-8080
Email: jtaylor@dccouncil.us

- G.2.2** The contractor shall submit final invoices no later than thirty (30) days after expiration of the contract.

G.3 CONTRACTING OFFICER

- G.3.1** The Contracting Officer is the only District official authorized to contractually bind the District through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Nyasha Smith
Secretary to the Council
Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Telephone: (202) 724-8080
Email: nsmith@dccouncil.us

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.4.1 The COTR is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, or ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The COTR for this contract is:

Office of Councilmember Brianne Nadeau
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 112
Washington, D.C. 20004
Attn: Daniel Passon
Telephone: (734) 625-9162
Email: dpasson@dccouncil.us

G.5 REQUEST FOR PROPOSAL CONTACT PERSON

G.5.1 The contact person is responsible for answering any questions relative to the Request for Proposal. Any questions shall be submitted no later than five (5) calendar days prior to the closing date to the following:

Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 5
Attn: Dawn Cromer
Washington, D.C. 20004
Telephone: (202) 724-8127
Email: dcromer@dccouncil.us

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor(s) shall be bound by the Wage Determinations No. 2005-2103,

Revision No. 8, dated May 26, 2009, 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 part of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the

Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 RIGHTS IN DATA

I.3.1 “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.3.2 All data first produced in the performance of this contract shall be the sole property of the Council. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Council under this Contract, are works made for hire and are the sole property of the Council; 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 Council the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Council 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 Council until such time as the Council may have released such data to the public.

I.3.3 The Contractor shall keep 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.

I.3.4 Nothing contained in this clause shall imply a license to the Council under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Council under any patent.

I.4 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 Contracting Officer. Any work or services so subcontracted shall be performed pursuant to a subcontract agreement, which the Council 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 Council for all Contractor's work and services required hereunder.

PART III

J.1 SCHEDULE PRICE MATRIX

Deliverable	Unit	Cost per Unit
Final Report (including all services at C.3.1 above)	1 final report	_____

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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.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.
 - 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);

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

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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.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The Council reserves the right to accept/reject any/all 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 Council.

L.1.2 The Council intends, but is not obligated, to award single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Proposers shall submit a signed **ELECTRONIC** original. The Council will not accept a facsimile copy of a proposal as an original proposal. All items accepted by the Council, all pages of the Request for Proposals (RFP), all attachments and all documents containing the proposer's offer shall constitute the formal contract. Each proposal shall be submitted **ELECTRONICALLY** conspicuously marked: "Proposal in Response to Solicitation No. *(as specified in Section A.3)*"

L.2.2 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.2.3 The Council may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The Council 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.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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.4 BID SUBMISSION DATE AND TIME

Due to the current COVID-19 Pandemic, **ONLY ELECTRONIC** proposal submissions will be accepted. Proposals must be submitted no later than **4:00pm** Eastern Standard (EST) time on **Friday, December 17, 2021**.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, email 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.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Council after receipt.

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L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 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.6.4 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.

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

ONLY ELETRONIC bids should be sent to the email address in Section A.8 of the cover page.

L.8 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 the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 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 Contracting Officer. The prospective bidder shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of bids. The District 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.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

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L.12 SIGNING OF BIDS

- L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 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.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.14.1** Name, address, telephone number, D-U-N-S number and federal tax identification number of bidder;
- L.15.2** 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 §47-2861 et seq. (2001), 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 bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.15.3** 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.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the Council the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.16.4** Evidence of compliance with the applicable Council licensing and tax laws and regulations;
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be nonresponsive.