


| | | | | | |
|--|--------------------------|---------------------------------------|---|--|--|
|  | | 1. Solicitation No. GF-2019-R-0076 | 2. Type <input type="checkbox"/> Sealed Bid <input checked="" type="checkbox"/> Negotiated RFP | 3. Date Issued 9/20/19 | Page 1 of 50 Not Including Attachments |
| | | 4. Contract Number | 5. Requisition/Purchase Request No. | 6. <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input checked="" type="checkbox"/> SBE Set-Aside (See B.2 & Sec. M) Mandatory 25% CBE subcontracting with Section M.2.5 and M.1.6 | |
| 7. Issued By: University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008 | | | 8. Address Offer To: Mary Ann Harris, Chief Contracting Officer c/o James Jenkins, Senior Contract Specialist University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008 | | |
| 9. FOR INFORMATION CONTACT | A. Name James Jenkins | B Telephone 202-274-5624 | | C. E-Mail Address james.jenkins@udc.edu | |
| IMPORTANT – The “Offeror” Section of this form must be completed by the Offeror | | | | | |
| SOLICITATION | | | | | |
| NOTE: In sealed bid solicitations “offer” and Offeror” mean “bid” and bidder” | | | | | |
| 10. Sealed offers in “original plus 6 copies to perform the work required shall be received at the place specified in item 8, or hand carried to the bid counter located at address shown in item 8 not less than 2:00 p.m. local time on | | | | | |
| 11. The University requires performance of work described in strict accordance with the following: | | | | | |
| DESCRIPTION | | SECTION | PAGE | | |
| Solicitation Offer/Award Form | | A | 1-2 | | |
| Schedule for Construction, Alterations, Repair, Price | | B | 3-9 | | |
| Scope/Specifications/Drawings | | C | 10-11 | | |
| Packaging and Markings | | D | 12 | | |
| Inspection and Acceptance | | E | 13 | | |
| Deliveries and Performance | | F | 14 | | |
| Contract Administration Data | | G | 15-19 | | |
| Special Contract Requirements | | H | 20-24 | | |
| Contract Clauses | | I | 25-33 | | |
| List of Attachments | | J | 34 | | |
| Representations, Certifications and Other Statements of Bidders | | K | 35 | | |
| Instructions to Bidders | | L | 36-44 | | |
| Evaluation Preference Points | | M | 45-50 | | |
| 12. The contractor shall begin performance and complete all work within ___ calendar days from the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable. | | | | | |
| 13. The contractor must furnish performance and payment bonds. <input checked="" type="checkbox"/> yes, within 10 calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> Not Applicable <input type="checkbox"/> | | | | | |
| 14. Additional Solicitation Considerations A. All proposals are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. BONDS - A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required. PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007). | | | | | |
| UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF STRATEGIC SOURCING AND PROCUREMENT | | | | | |

GF-2019-R-0076 for Indefinite Delivery/Indefinite Quantity General Construction & Design Build

| BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC) | | | | | | | | | |
|--|--|--|-----------|--------------------------|--|--|--|-----------|--|
| 15. Name, Company Name and Address of Bid or/Bidder (with zip code) | | | | 16. Telephone No. () | | | 18. Remittance Address (if different than item 15) | | |
| | | | | 17. E-mail address | | | | | |
| 19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within _____ calendar days after the date bids/bids are due. | | | | | | | | | |
| 20. The bid or/bidder agrees to furnish any required performance and payment bonds. | | | | | | | | | |
| 21. ACKNOWLEDGEMENT OF AMENDMENTS | | | | | | | | | |
| The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11 | | | | | | | | | |
| Amendment Number | | | | | | | | | |
| Date | | | | | | | | | |
| 22. Name and Title of Person authorized to sign bid/bid (Type of Print) | | | | 22A. Signature | | | 22B. Bid/Bid Date | | |
| | | | | | | | | | |
| AWARD (To be completed by the University) | | | | | | | | | |
| 23. Amount | | | | | 24. Accounting and Appropriations data | | | | |
| 25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue NW Washington, DC 20008 | | | | | 26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data) | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE | | | | | | | | | |
| 27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ___ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | | | | | 28. [] AWARD (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary. | | | | |
| 29. Name and Title of Contractor of Person Authorized to sign (Type or Print) | | | | | 30. Name of CO (Type of Print) | | | | |
| | | | | | | | | | |
| 29A. Signature | | | 29B. Date | | 30A. Signature | | | 30B. Date | |
| | | | | | | | | | |
| UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF STRATEGIC SOURCING AND PROCUREMENT | | | | | | | | | |

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The University of the District of Columbia Office of Strategic Sourcing & Procurement, on behalf of the Office of Capital Assets and Real Estate Services (CARES), is issuing this Request for Proposal (RFP) to engage multiple contractors to perform as-directed, construction services in the University system on an as-needed basis. Given the commitment of the University for excellence, small and medium sized construction projects arise frequently.
- B.2** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.3** **DESIGNATION OF SOLICITATION FOR SET-ASIDE MARKET:**

Preference for Local Business. Disadvantaged Business. Resident-owned Business. Small Business. Longtime Resident Business. or Local Business with Principal Offices located in an Enterprise Zone

Small Businesses that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) pursuant to provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (as amended), D.C. Official Code section 2-218.01 *et seq.* (the Act) are preferred for this requirement. The University shall apply DSLBD issued preference points in evaluating proposals from businesses that are certified by DSLBD.

B.4 **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 11:00 a.m. on September 24, 2019 at the University's Van Ness Campus, i.e. 4200 Connecticut Avenue NW Washington, DC 20008, Student Center Ballroom B. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete and sign the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by University officials before the award of the contract will not be binding. **See Section L.4 for Proposal due date, time and location.**

B.5 [PRICE SCHEDULE]

The following price schedule shall represent the Contractor's hourly rates for General Construction and Design-build services for the base and option years. Offerors must submit hourly labor rates as fully loaded rates, which include profit and all costs such as direct and indirect costs, overhead, and general and administrative costs.

B.5.1 BASE YEAR

| CLIN | Category/Trade | Hourly Rates A | Estimated Hours for Evaluation only B | Total Cost A x B |
|-------------------------------|-------------------------------------|-------------------|---|---------------------|
| 1 | Laborer, skilled | | 1,500 | |
| 2 | Laborer, unskilled | | 1,000 | |
| 3 | Bricklayer | | 50 | |
| 4 | Carpenter | | 1,500 | |
| 5 | Carpenter Apprentice/Helper | | 500 | |
| 6 | HVAC/Mechanical Technician | | 500 | |
| 7 | HVAC/Mechanical Apprentice | | 200 | |
| 8 | Plumbing Mechanic | | 1,000 | |
| 9 | Plumbing Apprentice/Helper | | 250 | |
| 10 | Steam Fitter | | 100 | |
| 11 | Steam Fitter Apprentice/Helper | | 50 | |
| 12 | Electrical Journeyman/Technician | | 1,000 | |
| 13 | Electrical Apprentice/Helper | | 250 | |
| 14 | Low Voltage Voice & Data Technician | | 100 | |
| 15 | Low Voltage Voice & Data Apprentice | | 50 | |
| 16 | Fire Alarm Technician | | 600 | |
| 17 | Fire Alarm Apprentice/Helper | | 200 | |
| 18 | Painter | | 1,000 | |
| 19 | Painter Apprentice/Helper | | 200 | |
| 20 | Flooring Installer | | 250 | |
| 21 | Flooring Apprentice/Helper | | 50 | |
| 22 | Roofing Installer | | 250 | |
| 23 | Roofing Apprentice/Helper | | 50 | |
| 24 | Elevator Mechanic | | 50 | |
| 25 | Concrete Technician | | 100 | |
| 26 | Concrete Apprentice/Helper | | 50 | |
| 27 | Glass & Glazing Technician | | 100 | |
| 28 | Glass & Glazing Apprentice/Helper | | 50 | |
| 29 | Tile Setter | | 250 | |
| 30 | Tile Finisher | | 250 | |
| 31 | Plasterer | | 250 | |
| 32 | Cement Mason/Concrete Finisher | | 100 | |
| 33 | Engineering Services | | 100 | |
| 34 | Architectural Services | | 100 | |
| 35 | Project Manager | | 2,000 | |
| 36 | Project Executive | | 600 | |
| 37 | Field Superintendent | | 800 | |
| TOTAL COST – BASE YEAR | | | | |

GF-2019-R-0076 for Indefinite Delivery/Indefinite Quantity General Construction & Design Build
B.5.2 OPTION YEAR 1

| CLIN | Category/Trade | Hourly Rates A | Estimated Hours for Evaluation only B | Total Cost A x B |
|-----------------------------------|-------------------------------------|---------------------------|--|-----------------------------|
| 1 | Laborer, skilled | | 1,500 | |
| 2 | Laborer, unskilled | | 1,000 | |
| 3 | Bricklayer | | 50 | |
| 4 | Carpenter | | 1,500 | |
| 5 | Carpenter Apprentice/Helper | | 500 | |
| 6 | HVAC/Mechanical Technician | | 500 | |
| 7 | HVAC/Mechanical Apprentice | | 200 | |
| 8 | Plumbing Mechanic | | 1,000 | |
| 9 | Plumbing Apprentice/Helper | | 250 | |
| 10 | Steam Fitter | | 100 | |
| 11 | Steam Fitter Apprentice/Helper | | 50 | |
| 12 | Electrical Journeyman/Technician | | 1,000 | |
| 13 | Electrical Apprentice/Helper | | 250 | |
| 14 | Low Voltage Voice & Data Technician | | 100 | |
| 15 | Low Voltage Voice & Data Apprentice | | 50 | |
| 16 | Fire Alarm Technician | | 600 | |
| 17 | Fire Alarm Apprentice/Helper | | 200 | |
| 18 | Painter | | 1,000 | |
| 19 | Painter Apprentice/Helper | | 200 | |
| 20 | Flooring Installer | | 250 | |
| 21 | Flooring Apprentice/Helper | | 50 | |
| 22 | Roofing Installer | | 250 | |
| 23 | Roofing Apprentice/Helper | | 50 | |
| 24 | Elevator Mechanic | | 50 | |
| 25 | Concrete Technician | | 100 | |
| 26 | Concrete Apprentice/Helper | | 50 | |
| 27 | Glass & Glazing Technician | | 100 | |
| 28 | Glass & Glazing Apprentice/Helper | | 50 | |
| 29 | Tile Setter | | 250 | |
| 30 | Tile Finisher | | 250 | |
| 31 | Plasterer | | 250 | |
| 32 | Cement Mason/Concrete Finisher | | 100 | |
| 33 | Engineering Services | | 100 | |
| 34 | Architectural Services | | 100 | |
| 35 | Project Manager | | 2,000 | |
| 36 | Project Executive | | 600 | |
| 37 | Field Superintendent | | 800 | |
| TOTAL COST – OPTION YEAR 1 | | | | |

GF-2019-R-0076 for Indefinite Delivery/Indefinite Quantity General Construction & Design Build
B.5.4 OPTION YEAR 2

| CLIN | Category/Trade | Hourly Rates A | Estimated Hours for Evaluation only B | Total Cost A x B |
|-----------------------------------|-------------------------------------|---------------------------|--|-----------------------------|
| 1 | Laborer, skilled | | 1,500 | |
| 2 | Laborer, unskilled | | 1,000 | |
| 3 | Bricklayer | | 50 | |
| 4 | Carpenter | | 1,500 | |
| 5 | Carpenter Apprentice/Helper | | 500 | |
| 6 | HVAC/Mechanical Technician | | 500 | |
| 7 | HVAC/Mechanical Apprentice | | 200 | |
| 8 | Plumbing Mechanic | | 1,000 | |
| 9 | Plumbing Apprentice/Helper | | 250 | |
| 10 | Steam Fitter | | 100 | |
| 11 | Steam Fitter Apprentice/Helper | | 50 | |
| 12 | Electrical Journeyman/Technician | | 1,000 | |
| 13 | Electrical Apprentice/Helper | | 250 | |
| 14 | Low Voltage Voice & Data Technician | | 100 | |
| 15 | Low Voltage Voice & Data Apprentice | | 50 | |
| 16 | Fire Alarm Technician | | 600 | |
| 17 | Fire Alarm Apprentice/Helper | | 200 | |
| 18 | Painter | | 1,000 | |
| 19 | Painter Apprentice/Helper | | 200 | |
| 20 | Flooring Installer | | 250 | |
| 21 | Flooring Apprentice/Helper | | 50 | |
| 22 | Roofing Installer | | 250 | |
| 23 | Roofing Apprentice/Helper | | 50 | |
| 24 | Elevator Mechanic | | 50 | |
| 25 | Concrete Technician | | 100 | |
| 26 | Concrete Apprentice/Helper | | 50 | |
| 27 | Glass & Glazing Technician | | 100 | |
| 28 | Glass & Glazing Apprentice/Helper | | 50 | |
| 29 | Tile Setter | | 250 | |
| 30 | Tile Finisher | | 250 | |
| 31 | Plasterer | | 250 | |
| 32 | Cement Mason/Concrete Finisher | | 100 | |
| 33 | Engineering Services | | 100 | |
| 34 | Architectural Services | | 100 | |
| 35 | Project Manager | | 2,000 | |
| 36 | Project Executive | | 600 | |
| 37 | Field Superintendent | | 800 | |
| TOTAL COST – OPTION YEAR 2 | | | | |

B.5.5 OPTION YEAR 3

| CLIN | Category/Trade | Hourly Rates A | Estimated Hours for Evaluation only B | Total Cost A x B |
|-----------------------------------|-------------------------------------|---------------------------|--|-----------------------------|
| 1 | Laborer, skilled | | 1,500 | |
| 2 | Laborer, unskilled | | 1,000 | |
| 3 | Bricklayer | | 50 | |
| 4 | Carpenter | | 1,500 | |
| 5 | Carpenter Apprentice/Helper | | 500 | |
| 6 | HVAC/Mechanical Technician | | 500 | |
| 7 | HVAC/Mechanical Apprentice | | 200 | |
| 8 | Plumbing Mechanic | | 1,000 | |
| 9 | Plumbing Apprentice/Helper | | 250 | |
| 10 | Steam Fitter | | 100 | |
| 11 | Steam Fitter Apprentice/Helper | | 50 | |
| 12 | Electrical Journeyman/Technician | | 1,000 | |
| 13 | Electrical Apprentice/Helper | | 250 | |
| 14 | Low Voltage Voice & Data Technician | | 100 | |
| 15 | Low Voltage Voice & Data Apprentice | | 50 | |
| 16 | Fire Alarm Technician | | 600 | |
| 17 | Fire Alarm Apprentice/Helper | | 200 | |
| 18 | Painter | | 1,000 | |
| 19 | Painter Apprentice/Helper | | 200 | |
| 20 | Flooring Installer | | 250 | |
| 21 | Flooring Apprentice/Helper | | 50 | |
| 22 | Roofing Installer | | 250 | |
| 23 | Roofing Apprentice/Helper | | 50 | |
| 24 | Elevator Mechanic | | 50 | |
| 25 | Concrete Technician | | 100 | |
| 26 | Concrete Apprentice/Helper | | 50 | |
| 27 | Glass & Glazing Technician | | 100 | |
| 28 | Glass & Glazing Apprentice/Helper | | 50 | |
| 29 | Tile Setter | | 250 | |
| 30 | Tile Finisher | | 250 | |
| 31 | Plasterer | | 250 | |
| 32 | Cement Mason/Concrete Finisher | | 100 | |
| 33 | Engineering Services | | 100 | |
| 34 | Architectural Services | | 100 | |
| 35 | Project Manager | | 2,000 | |
| 36 | Project Executive | | 600 | |
| 37 | Field Superintendent | | 800 | |
| TOTAL COST – OPTION YEAR 3 | | | | |

B.5.6 OPTION YEAR 4

| CLIN | Category/Trade | Hourly Rates A | Estimated Hours for Evaluation only B | Total Cost A x B |
|-----------------------------------|-------------------------------------|---------------------------|--|-----------------------------|
| 1 | Laborer, skilled | | 1,500 | |
| 2 | Laborer, unskilled | | 1,000 | |
| 3 | Bricklayer | | 50 | |
| 4 | Carpenter | | 1,500 | |
| 5 | Carpenter Apprentice/Helper | | 500 | |
| 6 | HVAC/Mechanical Technician | | 500 | |
| 7 | HVAC/Mechanical Apprentice | | 200 | |
| 8 | Plumbing Mechanic | | 1,000 | |
| 9 | Plumbing Apprentice/Helper | | 250 | |
| 10 | Steam Fitter | | 100 | |
| 11 | Steam Fitter Apprentice/Helper | | 50 | |
| 12 | Electrical Journeyman/Technician | | 1,000 | |
| 13 | Electrical Apprentice/Helper | | 250 | |
| 14 | Low Voltage Voice & Data Technician | | 100 | |
| 15 | Low Voltage Voice & Data Apprentice | | 50 | |
| 16 | Fire Alarm Technician | | 600 | |
| 17 | Fire Alarm Apprentice/Helper | | 200 | |
| 18 | Painter | | 1,000 | |
| 19 | Painter Apprentice/Helper | | 200 | |
| 20 | Flooring Installer | | 250 | |
| 21 | Flooring Apprentice/Helper | | 50 | |
| 22 | Roofing Installer | | 250 | |
| 23 | Roofing Apprentice/Helper | | 50 | |
| 24 | Elevator Mechanic | | 50 | |
| 25 | Concrete Technician | | 100 | |
| 26 | Concrete Apprentice/Helper | | 50 | |
| 27 | Glass & Glazing Technician | | 100 | |
| 28 | Glass & Glazing Apprentice/Helper | | 50 | |
| 29 | Tile Setter | | 250 | |
| 30 | Tile Finisher | | 250 | |
| 31 | Plasterer | | 250 | |
| 32 | Cement Mason/Concrete Finisher | | 100 | |
| 33 | Engineering Services | | 100 | |
| 34 | Architectural Services | | 100 | |
| 35 | Project Manager | | 2,000 | |
| 36 | Project Executive | | 600 | |
| 37 | Field Superintendent | | 800 | |
| TOTAL COST – OPTION YEAR 4 | | | | |

B.6 PROJECT DELIVERY METHOD:

B.6.1 Following the procedures in Sections G.1 and G.9, the University will issue to Contractors holding ID/IQ contracts a "Request for Task Order Proposal" (RFTOP) describing the contemplated work and, after evaluating offers, the University will award the Task Order (TO) for the work. Contractors awarded a TO shall perform the work described in the TO in the manner and within the time specified in the individual TO. Contractors will accomplish the work in accordance with the terms and conditions of the ID/IQ contract and TO. Contractors shall only use qualified staff to complete TO work.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION:

The University of the District of Columbia, Capital Procurement Division, is issuing this Request for Proposals (RFP) to engage multiple contractors to perform as-directed construction services in the University system on an as-needed basis. Given the commitment of the University for excellence, small construction projects arise on a recurring basis.

C.2 SCOPE:

The selected contractors will be required to perform general construction and/or small design-build services on an as needed basis as requested by the University. These small construction projects may include building repairs, upgrades, and tenant-fit out improvements including, but not limited to, patching and plumbing, carpentry, masonry, window replacement, fire alarm repairs, electrical, civil work, and other miscellaneous repairs as may be necessary in the University campuses. Such work shall be performed on an as-needed basis. A narrative scope of work will be issued to up to three (3) of the *ID/IQ* contract holders and each of those contractors will be provided with an opportunity to visit the project location with University representatives in order to better understand and clarify the requested work. Drawings, specifications, and any other documentation, along with the applicable Davis Bacon Wage Rates will be included with each narrative scope of work. Each contractor will then be required to submit a lump sum price for the proposed work.

C.3 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

| Item No. | Document Type | Title | Date |
|----------|--|--|-------------------|
| 1 | Law | District of Columbia Procurement Practices Reform Act | 2010 |
| 2 | Regulation | District of Columbia Municipal Regulations Chapter 30 Title 8B | |
| 3 | Contract Clauses | Standard Contract Provisions for Use with District of Columbia Government Supplies and Services. | March 2007 |
| 4 | Regulation pursuant to Law (Service Contract Act 1965) | Wage Determination No. 2015-4281 Revision No. 12 | December 26, 2018 |
| 5 | Law | Living Wage Act | January 1, 2016 |

Although the exact amount of time that contractors will have to submit cost proposals will depend on the specifics of the individual projects, contractors will typically be given five (5) to seven (7) business days to prepare and submit their proposal.

C.3 STATEMENT OF WORK

C.3.1 CENTRAL OFFICE:

Each contractor will be required to maintain an office between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday with sufficient staffing. This office will be used to manage work associated with this contract and to dispatch work crews as requested by the University. A separate office need not be established, and it is acceptable if the contractors elect to run this project from its current office. The office should be equipped with telephone lines, a fax machine and email, and such other equipment and supplies necessary to fulfill work required under the contract. A full-time on-site superintendent shall be assigned to each task order to supervise the work and act as the Contractor's spokesperson and primary point of contact on the job site.

C.4 PROPOSALS:

As projects are identified by the University, a narrative scope of work will be issued to three (3) or more of the pre-qualified contractors for pricing. In general, the University anticipates that three (3) or more selected ID/IQ contractors will visit the proposed work site with a University representative, and then submit a lump sum cost estimate for the Contractor to perform the work. These proposals shall be reviewed by the Contracting Officer (CO) and a Task Order shall be issued to the ID/IQ contractor that provides what is most advantageous to the University. The Contractor shall not proceed with any work unless and until such proposal is approved by the CO and the Contractor is directed to begin work.

C.5 COORDINATION WITH THE UNIVERSITY:

The Contractor will be required to coordinate with the assigned Capital Planning and Construction Project Manager (PM) for each individual project (task order). The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekends as to not adversely impact the work of the University employees and other contractors. The Contractor shall submit an updated project work schedule at the beginning of the project (showing the anticipated completion date) and with each invoice (highlighting any change in the project work schedule). The Contractor will also be required to develop work plans that are coordinated with, and acceptable to, the PM assigned to the Task Order.

C.6 PROJECT SITE SAFETY:

Prior to beginning any work on site, the Contractor will be required to submit an acceptable Accident Prevention / Hazardous analysis plan for each task order issued under this agreement. The Hazardous Analysis portion of the plan will identify potential hazards that are typically encountered on the specific type of work being undertaken, and then describing ways that the Contractor will mitigate the identified hazards and prevent accidents. The Contractor will be required to 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 the University employees, students, contractors and visitors. All such barricades and safety procedures shall be subject to the approval of the University and its Project Manager.

C.7 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.

SECTION D: PACKAGING AND MARKING

Not Applicable.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies AND clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the ID/IQ contracts will be for a period of one (1) year from the date of award with an option to extend for four (4) additional one (1) year option periods.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The University may extend the term of this contract for a period of 1 one year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the University exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 months and one year.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) as scheduled by the CA.

F.3.1 The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 CONTRACTOR'S COMPENSATION:

In general, it is contemplated that Task Orders will be priced on a lump sum basis. As such, and absent specific instructions to the contrary, proposed Task Order pricing shall be "all inclusive" and should include sufficient funding to cover all of the contractor's costs necessary to complete the project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance, and such professional services as may be required to complete the design and obtain the necessary permits. The contractor awarded the TO shall submit a detailed schedule of prices showing the cost breakdown (separately showing the costs for labor, materials, equipment, etc.) of the entire price of their proposal prior to beginning work. The contractor shall submit copies of the Prime Contractor's and any sub-contractor's certified payrolls to the Capital Planning and Construction office along with each invoice for payment.

G.2 ORDERING LIMITATIONS:

G.2.1 Minimum Order: The University guarantees the minimum order for the awardees in the amount of \$250.00 annually.

G.2.3 Maximum Order: The maximum order limitation for each Task Order and the total of all task orders issued to a single Contractor during anyone (1) contract year or option year period shall not exceed \$950,000.00.

G.3 PRICE SCHEDULE:

G.3.1 The University shall 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.3.2 The University shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.4 INVOICE SUBMITTAL

G.4.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

University of the District of Columbia
Office of the Controller/Agency CFO
4200 Connecticut Avenue NW Bldg. 39 Suite 200B
Washington, DC 20008
202-274-5488

- G.4.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.4.3** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.4.4** Contract number and invoice number;
- G.4.5** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.4.6** Other supporting documentation or information, as required by the Contracting Officer;
- G.4.7** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.4.8** Name, title, phone number of persons preparing the invoice;
- G.4.9** Name, title, phone number and mailing address of person (if different from the person identified in G.4.7 above) to be notified in the event of a defective invoice; and
- G.4.10** Authorized signature.

G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.5.1** 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.5.2** The University shall not make final payment to the Contractor until the agency CFO has received the CO'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.6 ASSIGNMENT OF CONTRACT PAYMENTS

- G.6.1** In accordance with DCMR Title 8B Chapter 30 Section 3059, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.6.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 The University 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.

G.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the University 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.7.2.2 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.7.2.3 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.7.2.4 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.7.3 Subcontract requirements

G.7.3.1 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.8 CONTRACTING OFFICER (CO)

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

Mary Ann Harris/Eddie Whitaker
Office of Strategic Sourcing and Procurement
4200 Connecticut Avenue NW Suite Bldg. 39 Suite 200B
Washington, DC 20008
Telephone: 202-274-5181

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 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 CO.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.10 CONTRACT ADMINISTRATOR (CA)

G.10.1 The CA is responsible for general administration of the contract and advising the CO 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.10.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.10.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.10.1.4 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

G.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.10.2 The address and telephone number of the CA shall be provided to the awarded contractor.

G.10.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO 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 University property, except as specified under the contract.

G.10.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 University, 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 the Department 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. 20190002 08/30/2019 Superseded General Decision Number DC20180002, 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 Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO 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.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

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.

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 University 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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the University under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the University to perform services detailed in the contract. The University shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the University shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the University as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the University’s satisfaction), and distribute Existing Product to University users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the University. The University agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the University the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patents, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the University

The University may transfer or assign Existing or Custom Products and the licenses thereunder to another University agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the University with the rights specified in section B.2, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the University with the restricted rights specified in section B.1 of this clause, the University, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the University with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the University with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the University, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the University; or (3) will certify to the University that the Product manufacturer/ developer has named the University as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the University, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the University in writing.

F. Indemnification and Limitation of Liability

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

1.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO 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.

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.

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.

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.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, 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.
- C. 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.**
- D. 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.
- E. MEASURE OF PAYMENT. The University 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.
- F. NOTIFICATION. The Contractor shall immediately provide the CO 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 CO.
- G. 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:

Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia
Office of Strategic Sourcing and Procurement
4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008
202-274-5181

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University 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 Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

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) Government of the District of Columbia Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) 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 the 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

- (1) All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO 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.
- (4) The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) 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;
 - (v) 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;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its 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 the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (6) 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 CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) 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 the 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.

(1) The CO shall decide all claims by the University against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) 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;
- (v) 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;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) 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.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

- (d) 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 CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts. However, the Contracting Officer may require certified cost and pricing data to facilitate a determination of price reasonableness.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

| Attachment Number | Document |
|--------------------------|---|
| J.1 | Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.2 | U.S. Department of Labor Wage Determination No. DC20190002 dated 08/30/2019, Available at james.jenkins@udc.edu . |
| J.3 | Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.4 | Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.5 | Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.6 | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.7 | Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.8 | Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.9 | First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.10 | Contractor’s Performance Evaluation Forms available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” |
| J.11 | Offer Letter, available at james.jenkins@udc.edu . |
| J.12 | Bond Forms: Bid, Performance, and Payment, available at james.jenkins@udc.edu |

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

Available at <http://ocp.dc.gov>,
Under Quick Links click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The University intends to award multiple contracts not exceeding five (5) from this solicitation to responsible offerors whose offer conforms to the solicitation and will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 8B DCMR § 3017, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections of 8B DCMR § 3017 - 3018. If the CO elects to proceed with negotiations the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted through hard copies only. **The District's Ariba E-Sourcing system will not be used nor will submission by any other electronic means.** To be considered, an offeror must submit the required attachments via mail or hand deliver and receive verifiable receipt at the designated location for submission before the closing date and time.

L.2.2 All attachments shall be submitted. The University will not be responsible for corruption of any file submitted. If the submitted file is not legible as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its submittal: (1) a technical proposal, and (2) a price proposal.

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", or "Price Proposal."

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the University to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The University will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.5.1 below, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 PROPOSAL SUBMISSION, FORM, ORGANIZATION AND CONTENT:

L.4.1.1 Proposals must be submitted no later than 2:00 p.m. local time on October 11, 2019. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than September 28, 2019;
- b. The proposal 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 solely by mishandling by the University.
- c. The offer is the only offer received.

L.4.1.2 Postmarks

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

L.4.1.3 Offerors shall submit one (1) signed original and four (4) copies of the offer. Proposals shall be typewritten in 12-point font size on 8 ½” by 11” bond paper not to exceed 75 pages (larger illustrations, such as CPM bar charts, may be folded to fit). Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the University, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract. Additional information submitted beyond 75 pages will not be considered. Submissions should be delivered or mailed to:

Mary Ann Harris, Director & Chief Contracting Officer
Office of Strategic Sourcing and Procurement
University of the District of Columbia
4200 Connecticut Avenue, NW, Building 39 Suite 200C
Washington, DC 20008
Phone: (202) 274-5426

L.4.1.4 Proposals shall be submitted in two separate parts in sealed packages, one marked “Part One - Technical Proposal” (which shall include the offerors qualifications, implementation plan and schedule, past performance of similar projects and all other data to enhance the offerors technical score based on the evaluation criteria herein), and the other “Part Two – Price Proposal” (which shall include documentation of how all cost proposed were determined). Parts One and Two shall be submitted in separate envelopes at the time and place specified in Solicitation. Offerors shall structure their proposals to address the Technical Proposal evaluation subfactors identified in Section M, in substantially the order listed. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. GF-2019-R-0076, for Indefinite Delivery/Indefinite Quantity General Construction & Design Build.”

L.4.1.5 Executive Summary

Each Offeror should provide a summary of no more than three (3) pages of the information contained in the following sections.

L.4.1.6 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Contractor and each of its subcontractors.

L.4.1.7 Name(s), address(es), and role(s) of each firm (including all subcontractors)

L.4.1.8 Firm profile(s), including:

- a) Age of Firm
- b) Firm history
- c) Firm size
- d) Areas of specialty/concentration (e.g., carpentry, HVAC, plumbing, electrical, civil, etc.)
- e) Current firm workload(s) projected over the next year (estimated dollar value)
- f) Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify contracts that resulted in litigations or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- g) Provide a list of projects where a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
- h) Provide a notarized statement from a surety licensed to do business in the District of Columbia which states the amount of your current bonding capacity. Information should also contain the agents name, address and telephone number.
- i) Firm's Bonding Capacity

L.5.1. Offer Letter (Submit with Price Proposal ONLY)

Each Offeror shall submit an offer letter substantially in the form of Attachment J.11. Material deviations, in the opinion of the University, from the offer form shall be sufficient to render the proposal non-responsive.

L.5.1.1 Executive Summary (Submit L.5.1.5 – L.5.1.8 with Technical Proposal)

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

L.5.1.2 Technical Proposal

L.5.1.2.1 Relevant Experience and Past Performance - Similar Projects – List as many identical or similar projects as possible that the offeror has worked on in the last 5 years. The Offeror shall

provide the following information for each project in addition to the Past Performance Evaluation Form:

L.5.1.2.2 Name and location of each similar project;

L.5.1.2.3 Contact person name and telephone number for each project;

L.5.1.2.4 Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work;

L.5.1.2.5 Project Delivery Schedule - Each Offeror should prepare and submit with its proposal a delivery schedule that shows how the Offeror intends to complete all tasks on the project in a timely manner.

- L.5.3.1 Proposals must be submitted not later than the closing date and exact time due. Late proposals and/or modifications thereto will be so marked and held by the University as evidence of their lateness (time received), and not considered for award unless the only proposal received.
- L.5.3.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.
- L.5.3.3 It is solely the offeror's responsibility to ensure that its proposal is received and recorded in the University Office of Strategic Sourcing and Procurement not later than the exact date and time due according to this solicitation.

L.5.4 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal any time before the closing date and time for receipt of proposals. However, the modified or withdrawn proposal must be resubmitted prior to the proposals exact due date and time to be considered.

L.5.5 Late Proposals

The University will not accept for consideration of award late proposals or modifications to proposals after the closing date and time for receipt of proposals. They will be date and time stamped and retained by the University as documentation of the date and time received. A receipt will be given to the carrier if hand delivered.

L.5.6 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted. However, the original proposal submission must have been on time.

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective offeror should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The University may not consider any

questions received less than ten (10) days before the date set for submission of proposals. The University will furnish responses via email and posting on its web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.6.1 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.1.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the University's Chief Contracting Officer not later than seven (7) business days after the basis of protest is known or should have been known, whichever is earlier pursuant to DCMR Title 8B Section 3066. The Chief Contracting Officer shall issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the University Chief Contracting Officer to the University Contract Review Board within ten (10) working days after receipt of the decision of the Chief Contracting Officer. Any failure of the Contracts Review Board to issue a written decision within 30 calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board. The protest shall then be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offeror.

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia
Office of Strategic Sourcing and Procurement
4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008
Re: Contract Number GF-2019-C-0016

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via email to the University's contact person identified in this solicitation, and by submitting the amendment(s) with their proposal. The University must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 8B DCMR § 1301, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with 8B DCMR § 1301.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offerors;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer 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 offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. The contractor 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.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the University its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation with its proposal submission and additional information within five (5) days of the request by the University.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;

- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including 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.*;
- (g) Has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- (l) **SPECIAL RESPONSIBILITY STANDARD:** The Offeror shall warrant that it will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 KEY PERSONNEL

L.18.1 The University shall approve specific contractor personnel listed in the offeror's proposal to be key personnel for this contract.

L.18.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M - EVALUATION FACTORS

M.1. EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon evaluation criteria specified below. Thus, while points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the University in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

| Numeric Rating | Adjective | Description |
|----------------|----------------------|--|
| 0 | Unacceptable | Fails to meet minimum requirements, e.g. no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor. |
| 1 | Poor | Marginally meets minimum requirements; major deficiencies which may be correctable. |
| 2 | Minimally Acceptable | Marginally meets minimum requirements; minor deficiencies which may be correctable. |
| 3 | Acceptable | Meets requirements; no deficiencies. |
| 4 | Good | Meets requirements and exceeds some requirements; no deficiencies. |
| 5 | Excellent | Exceeds most, if not all requirements; no deficiencies. |

M.2.2 The technical rating is a weighting mechanism that will be applied to the point of value for each evaluation factor to determine the Offerors score for each factor. The Offerors total technical score will be determined by adding the Offerors score in each evaluation factor. For example, if an evaluation factor has a port value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the University evaluates the offeror’ s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If sub factors are applied, the Offerors total technical score will be determined by adding the offer’s score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the University evaluates the offer’s response as “Good” for the first sub factor and “Poor” for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

TECHNICAL PROPOSAL CONTENTS:

The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an Offeror's proposal incomplete and unacceptable for award. In order for the University to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. The total sum of the maximum points for Technical Criteria and Key Certifications is 80 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.3.1 FACTOR 1 – RELEVANT EXPERIENCE AND CAPABILITIES (30 POINTS)

The Offeror shall describe their relevant experience and capabilities necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on experience and capabilities as documented in the offeror's proposal.

Sub-factor 1 – Three (3) construction projects within past five years in occupied buildings valued over \$100,000.00 in which offeror served as the general contractor in the past five (5) years. (15 points maxim)

Sub-factor 2 – Two (2) design-build projects where the offeror served as the general contractor within past five years (10 points maximum)

Sub-factor 3 - demonstrate knowledge of the local regulatory agencies and Code Officials (5 points)

Information on submitted projects must include the Project Description, Project Amount, Award Date, Completion Date, Client Name, whether or not the project was delivered on time and on budget, verifiable contract Information of the client, and Contractor Performance Evaluation (Attachment J.10). If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

M.3.1.2 FACTOR 2 – KEY PERSONNEL (30 POINTS)

The Offeror shall include with its proposal resumes of key personnel that will be assigned to this Project. This should include the Project Executive, the Project Manager who will supervise the work, and the Field Superintendent who will oversee the work in the field. Each resume shall describe the education, training, experience, professional affiliation (i.e. AIA, PE, PMP) and at least one (1) letter of recommendation for each key personnel. The Offeror should also indicate what percentage of each key personnel's time will be devoted to this Project. In case of absence, death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel without the written approval of the Contracting Officer. This factor of the evaluation will be worth up to thirty (30) points.

The University desires that the Project will be managed by qualified and experienced key personnel. The Offeror will be evaluated in accordance with Section M.3.1.2.

Sub-factor 1 – Project Executive (10 points)

Sub-factor 2 – Project Manager (10 points)

Sub-factor 3 – Field Superintendent (10 points)

M.3.1.3 FACTOR 3 – MANAGEMENT PLAN (20 POINTS)

The Offeror shall describe their management plan in accordance with Section M.3.1.3 of the solicitation.

Sub-factor 1 – Organization chart, roles and availability of each identified key personnel (5 points)

Sub-factor 2 – Conducting site walk-throughs and developing cost estimates (5 points)

Sub-factor 3 – Responses to on-call emergencies and unplanned activities (5 points)

Sub-factor 4 – Overcoming two (2) identified key challenges (5 points)

Offerors shall submit a Project Management Plan. The Project Management Plan shall clearly explain how the contractor intends to manage and implement multiple Projects. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should:

- (i) include the organizational chart, the specific roles and responsibilities of the key personnel (mentioned in Section M.3.1.3) in managing a Project;
- (ii) identify how the Offeror will perform the site walk-throughs and develop cost estimates;
- (iii) identify how the Offeror will respond to on-call emergencies and unplanned activities; and
- (iv) describe two (2) key challenges inherent in a Project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to twenty (20) points.

M.3.4 MAXIMUM TECHNICAL POINTS = 80

Total points shall be the cumulative total of the Offerors technical criteria points, qualifications criteria points and key certifications criteria points, if any.

M.3 EVALUATION CRITERIA

The total sum of the maximum points for Technical Criteria and Price Criterion must be 125 points.

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (105 Points Maximum)

M.3.2 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror’s evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight (20)} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (102 Points Maximum)

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The University will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the University to exercise them. The total University’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the University shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

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- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 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 the equivalent of twelve (12) points for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking 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.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the University if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the University, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the University check.