

		1. Solicitation No. GF-2023-R-0029	2. Type <input type="checkbox"/> Sealed Bid <input checked="" type="checkbox"/> Sealed Proposal	3. Date Issued 7/17/2023	Page 1 of 48
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"/> CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.2.5 and M.1.6	
7. Issued By: University of the District of Columbia Office of Contracting 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 Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		
9.FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191		C. E-Mail Address mgadson@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 August 14, 2023.					
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		3-4	
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12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work in Wing A & B by Fall 2024, and in Wing C by January 2025 from the start date specified in NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.					
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.					
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. 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					

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: University of the District of Columbia Office of the Controller/Agency CFO 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 CONTRACTING AND PROCUREMENT										

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The University District of Columbia Office of Contracting and Procurement, on behalf of (the “District”) is seeking a qualified Design Build Services - Lamond-Riggs Community College Modernization Project.

B.2 The District contemplates award of competitive sealed contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 403 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3017.

B.3 **[PRICE SCHEDULE]**

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	Design Build Services - Lamond-Riggs Community College Modernization Project	
The Bidder’s Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

B.4 **PROJECT BUDGET AND FUNDING LIMITATIONS**

Project Construction Cost Budget for 3 Wings = \$24,456,179.00

B.5 **DESIGNATION OF SOLICITATION FOR THE OPEN MARKET\ WITH 35%
SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This RFP is designated only for certified small business enterprise (CBE) offerors 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.

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.

Mandatory Subcontracting Plan and Requirements (Section H.9).

The Contractor shall comply with the terms of the mandatory subcontracting requirements as follows:

Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, 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). **Bidders and their subcontractors may apply for DSLBD certification online by going to <https://dslbd.dc.gov> and selecting “Get Certified.” Questions about certification email should be directed to: cbe.info@dc.gov.**

B.6 PRICE BREAKDOWN FORM

B.6.1 The bidder must complete this breakdown of prices and submit them with their bid. The “Total Price” is the sum of all components. In case of any discrepancy in the total entered here, the lump sum price in B.3.001 shall govern.

Anticipated Total Construction Costs \$24,456,179.00			
Mark-ups		Unit	Calculated Cost
General Conditions		Ea.	\$0
Design-Build Fee		0.00%	\$0.00
Design Contingency		0.00%	\$0.00
Construction Contingency		0.00%	\$0.00
Total Escalation Allowance		0.00%	\$0.00
P&P Bonds		0.00%	\$0.00
Sub-Guard Insurance		0.00%	\$0.00
Builder's Risk Insurance		0.00%	\$0.00
Other		0.00%	\$0.00
Other		0.00%	\$0.00
Other		0.00%	\$0.00
TOTAL PRICE CLIN 0001			\$0.00

Total Mark-up relative to current budgets and schedules: \$0

SECTION C: SPECIFICATIONS/ STATEMENT OF WORK**C.1 SCOPE OF WORK:**

The University of the District of Columbia is issuing this request for proposal (RFP) to solicit design-build proposals from offerors interested in serving as the design-builder for the modernization of The University of The District of Columbia, Lamond-Riggs Community College located at 5171 South Dakota Ave NE, Washington, DC 20017.

C.2 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 Title 8B Chapter 30	
3	Contract Clauses	Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Construction Projects (Revised March 2011).	March 2011
4	Contract Clauses	Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Construction Projects (Released October 2018).	October 2018
5	Wage Determination	General Decision Number: DC20230002 Superseded General Decision Number: DC2022002	June 30, 2023
6	Living Wage Act	Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00.	July 1, 2023

C.3 SCOPE OF SERVICES

The University of the District of Columbia (**UNIVERSITY**) anticipates awarding a design-build contract to the Offeror whose proposal is advantageous to the university pursuant to the evaluation and award criteria set forth in Sections 'L' and 'M' of this RFP. The project includes preconstruction, full design, and construction services for approximately 119,029 square feet of facilities for university use to include making necessary exterior improvements, interior fit-out, and building system upgrades to support the programming efforts and sustainability requirements for the University. The Design-Builder shall provide all labor, materials, equipment, swing space accommodations, and supervision for the complete design, renovation, and modernization to provide operational buildings in accordance with all applicable laws, permits, codes, and standards for educational facilities in the District of Columbia. The work will include obtaining all necessary regulatory approvals, testing, commissioning, and facility training as required by the scope of work. In addition, some of the wings will remain occupied during construction (further defined in Section 2), and any necessary swing space will need to be taken into consideration and reflected in the price as appropriate. The project is located on the University's Lamond-Riggs Campus in Northeast Washington, DC. The following description of the work pertains.

1. PROJECT IDENTIFICATION

- 1.1. Wing A** – Floors 1-3, with a combined total of approximately 40,284 gross square feet.
1.2. Wing B – Floors 1-3 with a combined total of approximately 39,052 gross square feet.
1.3. Wing C – Floors 2-3, with a combined total of approximately 39,693 gross square feet.

2. SCOPE OF WORK

2.1. Scope Summary. Design-Builder shall provide a “turnkey” project, including design, all necessary equipment, materials, manufacturing, and installation services for the modernization and renovation of all three buildings based on the scope defined below.

This project shall meet all requirements of this Scope of Work, and other specifications included that apply. Design-Builder is expected to submit a comprehensive proposal, allowing for obtaining all necessary permits, including but not limited to permits required by the District of Columbia and associated regulatory agencies, and shall pay all taxes and regulatory fees, including interconnecting processing costs. In addition, their price shall include all costs associated with investigatory services required for work, including but not limited to an Asbestos Containing Materials (ACM) analysis.

This project requires design and construction sustainability adherence for LEED certification for all facilities as required by DCRA. This must be included in the Design-Builder’s proposal.

Wings	Scope	Final Completion	Design-to-Budget (Construction)	Total Space (sqft)
A B	Wings A & B to include minimal interior Fit out to support programming needs, MEP replacement, access control augmentation, new elevator, PV ready roof replacement, and efficient lighting. Programming will consist of offices, classrooms, labs, and student lounge.	Fall 2024	TBD	79,336
C	Interior Fit out to support programming needs, structural remediation, MEP replacement, IT Infrastructure, access control, roof replacement, window replacement, and façade remediation. Programming will consist of offices, classrooms, gymnasium, and labs. Swing space to support programming shifts in occupied wings A & B (offices, classrooms, labs, etc.).	Beginning 2025	TBD	39,693
Total			\$24,456,179	119,029

3. GENERAL PERFORMANCE REQUIREMENTS

3.1. General. The Design-Builder shall perform all professional services as necessary to provide the University with a complete design and construction package, including the requirements outlined in this Scope of Work. The Design-Builder shall install the project such that it is operational and compliant with all applicable standards, building codes, and District of Columbia (State) requirements.

The University envisions a highly collaborative design/build delivery approach for this project. The expectation is that the Design-Builder will meet with the stakeholders weekly to provide progress updates and review stakeholder comments to ensure the delivery of a project that meets the expectations and needs of the University. The meetings will keep all parties apprised of the design progress/status and impending activities. Minutes for all meetings will be recorded by the Design-Builder and distributed to all parties within 48 hours of the conclusion of the meeting.

3.2. Safety Plan. The Design-Builder shall submit for acceptance by the Capital Planning and Construction Project Manager a Safety Plan detailing the potential hazards that will be encountered

during the execution of the work for this specific project and how the Design-Builder intends to prevent accidents or injuries that might result from those hazards. Include in the Safety Plan an emergency response plan indicating the steps that the Design-Builder will take in the event of an emergency or accident on the job site. Include emergency contact numbers and the person on the job site designated by the Design-Builder as the Site Safety Representative. The Design-Builder shall conduct “toolbox” safety meetings with the entire work crew at the project site. The safety meetings shall be documented (by attendance and topic) in the Design-Builder’s daily logs.

3.3. Communications Plan. The Design-Builder shall direct all questions and requests from building occupants and users as well as local community interests to the University.

The Design-Builder shall not release any oral, written or graphic information regarding this project to outside sources without obtaining prior consent from the University. All requests for information concerning the project shall be referred to the University.

3.4. Schedule. The Design-Builder shall be responsible for the development and maintenance of the project schedule. The initial project schedule shall be submitted to and approved by the University after award; subsequent schedule updates must conform to the initially approved milestones and durations. The Design- Builder shall provide monthly schedule updates, showing progress on and completion of all required design stage services and construction stage work. The Design-Builder shall immediately notify the University of any anticipated delay in the performance of the work.

3.5. Budget Reporting. The Design-Builder shall provide a complete schedule of values that includes a cost breakdown of each component of this project. The schedule of values shall show separate labor, material, equipment, and overhead costs. The Design-Builder shall update the construction schedules monthly prior to each payment request and provide an advance copy of the construction progress report. The Design-Builder shall provide documentation evidencing the cost of work performed (including updated certified payrolls) to be included in the payment request.

Before submitting each payment request, the Design-Builder shall meet with the University to review an advance copy of the payment request. The Design-Builder shall ensure that the University agrees to the progress of the construction work and the value of the work completed.

Based upon the agreed value of work completed, the Design-Builder shall submit monthly payment requests.

3.6. Contract Documents. The Design-Builder shall maintain onsite the working record drawings of all changes/deviations from the original design including but not limited to RFIs and ASIs. In addition, a record copy of all approved submittals and shop drawings must always reside in physical form onsite. Notations on

record drawings shall be made in erasable red pencil or other color to correspond to different changes or categories of work. Marked-up drawings shall always be maintained at the Design-Builder’s on-site location, available for the University to review. Record drawings shall note related change order designations on impacted work. When shop drawings indicate significant variations over design drawings, shop drawings may be incorporated as part of record drawings.

3.7. Code Compliance. All design, construction and equipment shall comply with all applicable building, mechanical, fire, seismic, structural, and electrical codes.

3.8. Sustainable Construction. The Design-Builder shall use project components that are or are made of materials that are recyclable, contain recycled materials, and that are EPA or Energy Star rated if they are available on the market.

3.9. Guaranteed Maximum Price (GMP) Formation.

3.9.1. General. The Design Build Agreement will be a cost-plus fixed fee with a GMP type contract, with the fee to be negotiated and agreed upon prior to contract execution. The GMP is not required to be submitted with Design-Builder’s proposals and will be developed later in the

project based on the 50% Construction Documents.

3.9.2. GMP Submission. The Design-Builder shall submit a GMP to the University based on the trade bids and include the following elements:

- A list of drawings, specifications, addenda, general, supplementary, and other conditions on which the GMP is based.
- Assumptions and clarifications made in preparing the GMP Proposal, noting any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality, or performance.
- The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.
- An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule, and without any change, to the Substantial and Final Completion Dates unless approved by the University.
- The GMP may include an agreed-upon sum as the Design-Builder's Contingency and the University's Contingency, each of which shall be identified as a separate line item in the GMP's Schedule of Values.

3.9.3. GMP Approval. The University and Design-Builder shall meet to negotiate the terms of the proposed GMP. In the event that both parties are unable to agree upon the GMP or the schedule for the Project, the University shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee.

3.10. Roles and Responsibilities.

3.10.1. The Design-Builder is required to provide services, materials and labor required to deliver a complete project, including but not limited to:

- Submittals for materials and products
- Construction materials, equipment, and labor
- Design and construction supervision / contract management
- Quality Control Plan (QCP)
- Safety plan
- Inspections and tests (per QCP)
- Manuals (design calculations, operation/maintenance, shop drawing, etc.)
- Commissioning of project
- Training University building facilities management staff for operations, and maintenance
- LEED Certification as Required by DCRA

3.10.2. The University will:

- Review for design intent and material selection, any design submittals and the QCP
- Make progress payments for payment requests as approved.

4. DESIGN REQUIREMENTS

4.1. Drawings. 30% Bridging Documents covering buildings # 39, #44, and \$71 will be provided which the Design-Builder will be required to base their 50%, 85%, and 100% Construction Documents on. The Design- Builder shall provide the University with 50% and 100% Construction Documents. All Construction Documents and engineering calculations must be signed and sealed by a licensed architect

or engineering firm. The drawings must indicate the proposed scope of work, and any approved alterations. In addition, drawings must include code compliance and regulatory information, as well as stakeholder information. All drawings shall be submitted with dimensions shown in English units.

4.2. Design Information. Provide a narrative explaining your underlying philosophy and approach to the design and provide examples of how this philosophy was implemented on other projects. Provide a narrative regarding the project opportunities to achieve LEED Certification as required by DCRA. All products shall comply with the technical requirements accompanying this RFP.

4.3. Design Reviews. For each design / drawing submission, the University reserves the right to make comments and request changes after the receipt of the submission. Reviews will be made by the University. As part of its review, the University may offer submission reviews to local code officials. The University shall provide review comments within ten (10) business days of receipt.

The University will review the Design-Builder design submissions to verify adherence to contract requirements. Design reviews by the University are not to be interpreted as resulting in an approval, only for conformance to project goals and planning. The Design-Builder shall remain completely responsible for designing, constructing, operating, and maintaining the project in accordance with the requirements of this Scope of Work.

4.4. Resolution of Comments. The Design-Builder shall respond to all design review comments in writing, indicating one of the following: (1) adoption and action taken, (2) adoption with modifications and action taken, (3) alternative resolution and action taken, or (4) rejection. In cases other than qualified adoption, the Design- Builder shall provide a statement as to why the reviewer's comment is inappropriate. If the Design-Builder believes that any of the University design comments or requested changes will result in a change in the contract cost, they shall notify the University within seven calendar days of receiving the comment(s) and provide a detailed cost estimate of anticipated contract modifications. Rejection items shall not go forward to the construction phase until adequate resolution to the rejected item has been approved by the University. Design review comments shall not relieve the Design-Builder from compliance with terms and conditions of the contract. The Design-Builder's comment resolution shall be transmitted to the University within seven (7) calendar days of comment receipt and incorporate discussions from the scheduled design comment review meetings.

4.5. Submittals. The Design-Builder shall submit shop drawings, product data, catalog cuts, etc. as stipulated for approval by the architect and engineer. The Design-Builder shall combine all submittals into hard copy for reference and kept onsite during all phases of construction.

4.6. Reviews. The University reserves the right to review all submittals. Submittal reviews by the University are not to be interpreted as an approval of the Design-Builder's work. The Design-Builder shall remain completely responsible for construction in accordance with all contract performance requirements.

5. Quality Control

5.1. Content. For each performance and installation requirement, the Quality Control Plan (QCP) shall identify item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. Each inspection/test shall be included in the overall construction schedule. The Design-Builder is not relieved from required performance tests should these not be included in the plan. All systems proposed under this RFP must conform to industry best practices and the requirements set forth in this Scope of Work. Each offeror must demonstrate how their proposal will meet these technical requirements, and its pricing must be based on these specifications.

The QCP is intended to document those inspections and tests necessary to assure the University that product delivery, quality and performance are as required. It also serves as an inspection coordination

tool between the Design-Builder and the University. An example of these inspections/tests is the final test/inspection for overall performance compliance of the system. Results from tests and inspections shall be submitted within 24 hours of performing the tests and inspections. Performance tests will be conducted at the final commissioning/acceptance testing, and one year after the acceptance date.

5.2. Submission. The QCP shall be prepared and submitted within 21 calendar days of the post award conference meeting and prior to any construction on-site. The QCP may be rejected as incomplete and returned for resubmission if there is any performance, condition or operating test that is not covered therein.

5.3. Updating. During construction, the Design-Builder shall update QCP if any changes are necessary due to any changes or schedule constraints. the University shall be notified immediately of any schedule and/or procedural changes.

6. INSPECTIONS AND TESTS

6.1. General. The Design-Builder shall perform inspections and tests throughout the construction process, including existing conditions/needs assessments, construction installation placement/qualification measurements and final inspections/tests performance certification. Periodic “quality” inspections shall also be conducted to support progress payments as identified in the Design-Builder’s QCP.

6.2. Final Inspections and Tests. To ensure compliance with local code, an inspection by a licensed, DCRA approved inspector is mandatory during and after construction is complete. Unless otherwise identified, manufacturer recommendations shall be followed for all inspection and test procedures. Provide qualifications of the proposed third-party inspector for review and approval prior to conducting any inspections. A representative of the University shall be present for system startups and commissioning; however, their attendance is not required for DCRA inspections.

6.3. Documentation. Inspections/tests required in the QCP shall result in a written record of data/observations. The Design-Builder shall provide a copy of documents containing all test reports/findings. Test results shall typically include item/system tested, location, date of test, test parameters/measured data, state of construction completion, operating mode, Design-Builder inspector, test equipment description and measurement technique.

7. PROJECT CLOSEOUT

7.1. General. The Design-Builder shall complete all applicable paperwork pertaining to LEED registration, satisfy all permitting and inspection closeout requirements, and produce a complete turnover package (as-built drawings, specifications, warranty, operation and maintenance manuals, training videos). The Design-Builder shall provide the industry standard warranties consistent with the design.

7.2. As-Built Drawings and Specifications. The Design-Builder shall provide "as-built drawings" and documents based upon actual site installation. Should the University determine that variations exist between finished construction and the as-built drawings, the Design-Builder shall correct the drawings to the satisfaction of the University.

The Design-Builder shall submit three (3) hard copies and three (3) USB devices containing the “as-built” drawings and specifications as CAD, PDF, and WORD files.

7.3. Warranties. Submit specific warranties and guarantees, final certifications and similar documents to the University upon substantial completion and prior to final payment. Include copies with the operations and maintenance manual. All warranties shall be signed by a principal of the Design-Builder’s firm and sealed if a corporation.

7.4. Operation and Maintenance Manuals. Provide a detailed operation and maintenance manual including diagram of system components, description of normal operation; description of operational indicators and normal status of each, table of modes of operation, safety considerations, preventative maintenance requirements, troubleshooting and corrective actions; sources of spare parts and cut sheets for all components. The Design-Builder shall prepare four (3) tabbed & ring bound hardcopies and four (3) USB devices containing the detailed Maintenance Manual. Submit to the University.

7.5. Demonstration and Training. Provide the University with one (1) training session per system for designated personnel in the operation of the systems constructed as requested by the University. Instruct the designated University personnel in the operation and maintenance of all applicable systems. Provide the University with individually written instructions and procedures for shutdown and start-up activities for all

components of the system. The Design-Builder shall video record these trainings for official use and provide all recordings as part of the close-out package. All recording shall be of sufficient and of high enough quality to determine the instructor's voice, and visually determine details of the instructions. In addition, instruction shall be in sufficient enough detail to explain all aspects of the system's function so that the recording can be used as a future tutorial by the University staff. The University shall have up to 6 months from substantial completion to complete all training sessions.

SECTION D: PACKAGING AND MARKING**D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:**

D.1.1 The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.

D.1.2 The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:

D.1.2.1 Minimum exposure to weather during delivery.

D.1.2.2 Storage off ground in dry, well-ventilated spaces.

D.1.2.3 Covering, as necessary, for adequate protection from soiling and wetting.

D.1.3 The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:

D.1.3.1 Space for storage of materials and equipment will be approved by the University's Inspector.

D.1.3.2 The Contractor shall not occupy more space at the site than is necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number eleven (11), Inspection and Acceptance of the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (Revised March 2011).

In addition, the acceptance criteria for different parts of the work, described in other sections of this RFP and the University's Specifications and Drawings shall apply.

E.2 PARTIAL ACCEPTANCE:

- E.2.1** The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.

E.2.2 Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,850.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management and Inspection.

Liquidated Damages

Liquidated damages for the "Design Build Services - Lamond-Riggs Community College Modernization" project will be assessed as follows:

Item	Item	Rate	Amount
Project Manger	2	\$125.00	\$250.00
Construction Manger	8	\$105.00	\$840.00
Project Inspector	8	\$ 95.00	\$760.00
Total			\$1,850.00

E.3 FINAL INSPECTION:

- E.3.1** The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.
- E.3.2** The Contractor, CA and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**F.1 TERM OF CONTRACT**

Each Offeror shall provide a schedule as part of their Design-Build approach to meet the required final completion dates in Section 2.1 Appendix “A”. This schedule will include any necessary swing space moves, construction workflows, and necessary phasing.

Projects scope summary and required project final completion:

Wing	Scope	Final Completion
A & B	Wings A & B to include minimal interior Fit out to support programming needs, MEP replacement, access control augmentation, new elevator, PV ready roof replacement, and efficient lighting. Programming will consist of offices, classrooms, labs, and student lounge.	Fall 2024
C	Interior Fit out to support programming needs, structural remediation, MEP replacement, IT Infrastructure, access control, roof replacement, window replacement, and façade remediation. Programming will consist of offices, classrooms, gymnasium, and labs. Swing space to support programming shifts in occupied wings A & B.	January 2025

F.2 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.2.1 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.
- F.2.2 The Contractor shall prepare and submit to the CA, as a deliverable, the summary of progress payment breakdown form, progress payment request form and schedule of values form.
- F.2.2 The contractor shall submit to the Contract Administrator a complete list of all samples, catalogue cuts and shop drawings within 10 days of notice to proceed (ntp).
- F.2.3 The contractor shall submit all the schedules and reports for approval to the CA.
- F.2.4 Prior to final acceptance of the project, the contractor shall submit to the Contract Administrator three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5 The contractor shall submit to the university, as a deliverable, the report described in section H.5 of this contract that is required by the 51% district residents’ new hires requirement and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor may not be paid.
- F.2.6 After final inspection, the contractor shall provide a punch list and report of corrections as specified in section E.3.2.

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT**

G.1.1 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.1.2 The University shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 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.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The 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.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.4.3 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:

G.5 THE QUICK PAYMENT CLAUSE**G.5.1 Interest Penalties to Contractors**

G.5.1.1 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.5.1.2 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.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the 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.5.2.2 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.5.2.3 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.5.2.4 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.5.3 Subcontract requirements

G.5.3.1 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.6 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
Contracting and Procurement
4200 Connecticut Avenue NW Suite Bldg. 39 Suite 200C Washington,
DC 20008
Telephone: 202-274-5181

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 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.7.3 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.8 CONTRACT ADMINSTRATOR (CA)

G.8.1 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.8.1.1 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.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 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.8.1.4 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.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA shall be provided to the awarded contractor.

G.8.3 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.8.4 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 DC20220002, dated 09/30/2022 Superseded General Decision Number: DC20210002 issued by the U.S. Department of Labor in accordance with the Davis Bacon Act, 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 **Article 1of the SCP**.

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

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 **Article 7 after following Title 8B DCMR Section 3066**.
- 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 bid 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 bid 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 bid 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 bid 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 bid 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 bid 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 Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects Revised March 2011 (“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**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 proposal 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 proposals 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.

I.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 at its sole expense shall procure and maintain, during the entire period of performance under the 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 the 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under the Contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in

writing the name and brief description of work to be performed by the subcontractor to the UDC Office of Risk Management (ORM) who will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without such approval, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia and the University.

The Government of the District of Columbia and the University shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia ("District") or the University relating to the Contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District and University require and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an the Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

The University should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and

non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by this subsection shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia and the University.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District or the University. The Government of the District of Columbia and University shall be included as loss payees. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this solicitation and in the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the University ORM for compliance review.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect

to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of Contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia and the University should one or both be named co- defendant or be subject to or party of any claim. Coverage shall also extend to temporary help firms and independent contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

8. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the University and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
10. Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the University ORM for compliance review.
11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the University and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention.

- C. DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the University and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under the Contract and two years for non-construction related contracts.

- D. LIABILITY.** These are the required minimum insurance requirements. However, the required minimum insurance requirements provided above will not in any way limit the Contractor's liability under the Contract.

- E. 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 and the University.

- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.
- H. **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The University of the District of Columbia And mailed to the attention of:

**Eddie Whitaker
Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW Building
39, Suite 200C
Washington, DC 20008
(202) 274-5181
Email to: Michiko Gadson at mgadson@udc.edu**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the Contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District or University may disclose the name and contact information of its insurers to any third party which presents a claim against the District or the University 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 the Contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with the Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

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 offer 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 for Construction Projects
- (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

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 consider 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.

- (6.1) 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 BONDING (SECURITY) REQUIREMENTS

- I.12.1 **Proposal Bond** – A proposal bond is required and must be submitted with all proposals over \$100,000.00 pursuant to Article 12 of the SCP. The proposal bond must be a minimum of 5% of the proposed proposal price at proposal submission and shall be effective for as long as the proposal is effective (Attachment J.13).
- I.12.2 **Payment Bond** – A payment bond in the amount of not less than 50% of the total contract amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.
- I.12.3 **Performance Bond** – A performance bond in the amount of 100% of the original contract price amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Scope of Work
J.2	Procurement Practices Reform Act of 2010 (PPRA) (Attached)
J.3	General Provisions Architectural & Engineering Services Contract (Attached)
J.4	Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised March 2011). (Attached)
J.5	Bond Forms (MUST BE NOTARIZED)
J.6	Proposal Offer Letter: (Attached) Contact Michiko Gadson mgadson@udc.edu for soft copy
J.7	General Decision Number: DC20230002 06/30/2023 Superseded General Decision Number: DC20220002 (Attached)
For access to the fillable documents J.7- J.15 below, please use the link below: http://ocp.dc.gov, under Quick Links click on “Required Solicitation Documents	
J.8	Way to Work Amendment Act of 2006 - Living Wage Notice (Attached) Living Wage Fact Sheet (Attached)
J.9	Tax Certification Affidavit
J.10	Subcontracting Plan: SBE Subcontracting Plan, Vendor Verification Form Template, Outreach Activities - Construction
J.11	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.12	Department of Employment Services First Source Employment Agreement
J.13	Revised First Source Employment Plan-Contracts Over \$5 Million-February 2018
J.14	Past Performance Evaluation Form
J.15	Cost Price Disclosure Certification Form (section K)
J.16	Contractor Experience Questionnaire Form (section K)

J.17 Bidder /Offeror Certification Form (section K)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS

Offer Certification Form

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

Complete and Include the following with Proposal:

- Bidder /Offeror Certification Form
- Three Past Performance Evaluations
- Contractor’s Experience Questionnaire Form

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS

L.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:00 a.m. on July 20, 2023**. Please join the pre-proposal conference by dialing **1-206-413-8593, Phone Conference ID: 219 953 121#**. Prospective offers 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 offers on the solicitation document as well as to clarify the contents of the solicitation. Attending offers 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 offer. Oral explanations or instructions given by University officials before the award of the contract will not be binding. **Please contact Alan Walsh at awalsh@udc.edu to schedule a site visit.**

L.2 CONTRACT AWARD

The University will award a single contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial proposal should contain the offer's best terms from a standpoint of cost or price and other factors.

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

L.2.1 Most Advantageous to the District

The University intends to award a single (one) contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered.

L.3 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.4 PROPOSAL ORGANIZATION AND CONTENT

- L.4.1 This solicitation will be conducted through electronic copy of its proposal only. 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.4.2 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.4.3 The offeror shall submit two (2) attachments in its submittal: (1) a technical proposal, and (2) a price proposal.
- L.4.4 The offeror shall label each attachment, i.e., “Technical Proposal”, or “Price Proposal.”
- L.4.5 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.4.6 Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.4.7 The University will reject any offer that fails to include a subcontracting plan that is required by law.
- L.4.8 Executive Summary

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

L.4.9 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal design build firm and each of its sub consultants:

- A.** Name(s), address (es), and role(s) of each firm (including all sub-consultants and subcontractors)
- B.** Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation 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.
- C.** Description of the team organization and personal qualifications of key staff, including:

- i. Identification of the single point of contact for the Design-Build Team.
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 1. The individual's name
 2. The individual's role
 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Design-Build Fee.
 4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 5. The individual's resume. Resumes should indicate the individual's experience on at least four (4) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
 6. The individual's current workload over the next year
 7. The chart should indicate the experience that the key team members have working together.

L.4.10 TECHNICAL PROPOSAL

A. Design-Build Team Relevant Experience and Capabilities

The University desires to engage a Design-Build Contractor with the experience necessary to realize the objectives set forth in the RFP. This component of each Offeror will be evaluated based on their demonstrated experience:

Similar Projects - Offerors are to provide information to demonstrate successful experience as the Design-Builder or Joint Venture Team on (3) similar projects completed within the past (7) years. A "similar project" is a project that is comparable in nature, type, and complexity as defined by the following characteristics:

- i. The project involved a new building or renovation of an existing building at a University, modern education facility, multi-building campus or for a government agency. Preferably 40,000 square-feet or larger.
- ii. The total project construction cost at award of the construction contract was greater than \$25 million.
- iii. The project involved working within occupied buildings or included a phased occupancy
- iv. The project involved a restricted site with limited space for material staging plus requirements for maintaining pedestrian and vehicular traffic flow around site
- v. The project achieved LEED Silver or higher Certification.

B. Project Design-Build Approach

Offerors shall include with their proposals a Design-Build Approach that complies with the scope of work and final completion dates in Exhibit A. The approach will be used to determine whether it is responsive (i.e. whether it supports all of the required programmatic elements described in Exhibit A). The responsiveness determination will be made on a pass/fail basis. In addition, the technical evaluation panel ("TEP") will undertake a normative assessment of how well the proposed approach addresses the following:

- i. plan for work in the occupied buildings inclusive of necessary swing spaces,
- ii. plan for identifying and addressing any environmental risks at the site,
- iii. proposed schedule to meet required final completion dates

C. Design-Build Team Key Personnel

1. The University desires that the Design-Build Team assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have relevant experience on similar projects and the necessary level of experience and education for his or her proposed role. They should have a resume demonstrated ability to deliver fast-track projects on-time and on-budget. Proposals should identify, at a minimum the following:
 - a) Project Executive
 - b) Field Superintendent
 - c) Project Manager
 - d) Project Engineer
 - e) Project Architect
 - f) MEP Engineer / Engineer of Record
2. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The Offeror shall submit resumes of all submitted key personnel and (2) past performance reference letters for each key personnel. Provide an availability matrix table that identifies the specific key personnel that will be assigned to this project. The table should include for every team member that will be assigned to the project:
 - a. Name
 - b. Title / Role
 - c. Level of effort (the percentage of time committed to this project) Time period / duration assigned to the project.

L.5 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 and L.3 above, the offer 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 offer'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.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 PROPOSAL SUBMISSION, FORM, ORGANIZATION AND CONTENT:

L.6.1.1 Proposals must be submitted no later than **2:00 p.m. local time on August 14, 2023**. 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.

L.6.1.2 Postmarks (Not applicable)

L.6.1.3 Offers shall submit one (1) signed original and (1) copy redacted of the proposal. Submissions should be emailed to Michiko Gadson at mgadson@udc.edu.

L.6.1.4 Proposals shall be submitted referencing the following:

Proposal in Response to Solicitation No. and Caption

GF-2023-R-0029, Design Build Services - Lamond-Riggs Community College Modernization Project.

L.6.1.5 Proposal Letter (Submit with Price Proposal ONLY)

Each Offer shall submit a proposal letter substantially in the form of **Attachment J.5**. Material deviations, in the opinion of the University, from the proposal form shall be enough to render the proposal non-responsive.

L.6.2 Late Bids

L.6.2.1 Proposals must be submitted not later than the closing date and exact time due. Late proposals and/or modifications thereto will be marked and held by the University as evidence of their lateness (time received), and not considered for award unless the only proposal received.

L.6.2.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.6.2.3 It is solely the offer's responsibility to ensure that its proposal is received and recorded in the University Office of Contracting and Procurement not later than the exact date and time due according to this solicitation.

L.6.3 Withdrawal or Modification of Proposals

An offer 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.6.4 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.6.5 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.7 EXPLANATION TO PROSPECTIVE OFFERS

If a prospective offer has any questions relating to this solicitation, the prospective offer shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective offer shall submit questions no later than seven (7) days after the pre-proposal conference date and time indicated for this solicitation. The University may not consider any questions received more than fifteen calendar (15) 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 proposals, or if the lack of it would be prejudicial to any prospective offer. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.7.1 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1.1 Offers 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 offer 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.8 PROPOSAL PROTESTS

Any actual or prospective offer 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 enough to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offer'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 offer.

L.11 PROPOSAL COSTS

The University is not liable for any costs incurred by the offer 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:

Eddie Whitaker, 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: GF-2023-C-0029,
Design Build Services - Lamond-Riggs Community College Modernization Project

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offer 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. A offer's failure to acknowledge an amendment may result in rejection of its offer.

L.14 LEGAL STATUS OF OFFER

Each proposal must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of offer;

L.14.2 A copy of each District of Columbia license, registration or certification that the offer is required by law to obtain. If the offer 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 proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the offer is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 FAMILIARIZATION WITH CONDITIONS

Offers 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.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 8B DCMR § 3017.12 & 3017.13, 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.

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) Can 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 offer's proposal to be key personnel for this contract.

L.18.2 The offer shall set forth in its proposal the names and reporting relationships of the

key personnel the offer 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.

L.19 CONTRACT AWARD:

The University will award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial bid should contain the bidder's best terms from a standpoint of cost or price and other factors.

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

SECTION M - PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**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 point 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 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 TECHNICAL CAPABILITY INFORMATION

Factor 1 - Relevant Experience and Past Performance (35 points)

The University desires to engage a Design – Build contractor with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offeror's will be evaluated based on their demonstrated experience (as required in section L.4.10. 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. This element of the evaluation will be worth up to thirty-five **(35) points**.

- | | |
|---------------------|---|
| Sub-factor 1 | Similar projects (3) in the last seven years (20 points) |
| Sub-factor 2 | Completed similar projects on-time & on-budget (10 points) |
| Sub-factor 3 | Past Performance Evaluations/Reference (1) for each of the submitted projects (5 points) |

Factor 2 • Project Design Build Approach (25 points)

The preliminary design is not part of this RFP, and Bridging documents showing initial design elements for each building are pending and will be issued at a future date, however each Offeror shall include with their proposal a design approach for Schematic Verification, Design Development, Construction Documentation, and Issued For Construction completion to reach the project goal that is based on program, scope, and assumptions stated in Section 2 of Exhibit A. The proposal and approach will be evaluated based on how responsive it is to the required programmatic elements. The responsiveness determination will be made on a pass/fail basis. In addition, the technical evaluation panel ("TEP") will undertake a normative assessment of how well the preliminary design addresses the requirements as detailed in section L.4.1.7. This element of the evaluation is worth twenty-five **(25) points**.

Sub-factor 1 Comprehensiveness and Practicality of design approach and schedule to meet the programmatic requirements and project final completion dates. **(25 points)**

Factor 3• Key Personnel (20 points)

The University desires that personnel be assigned to these projects that have experience in completing design build construction projects on-time and on-budget. The Offeror shall submit resumes of all submitted key personnel and an availability matrix for this project. The experience of the key individuals assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to twenty **(20) points**.

- | | |
|---------------------|---|
| Sub-factor 1 | Key Personnel Experience (10 points) |
| Sub-factor 2 | Key Personnel's Availability Matrix for Project (5 points) |
| Sub-factor 3 | Past performance reference letters (2) for each Key Personnel (5 points) |

Factor 4- Cost Proposal (20 points)

Each Offeror shall include a rate / fee cost proposal. Proposal must define how markups are calculated relative to the project's hard and soft costs. Assuming the construction costs stated below, provide general conditions as a dollar amount, base fee, design contingency, construction contingency, total escalation through completion, insurance, bonds, and any other anticipated soft costs as a percentage.

- Project Construction Cost Budget for 3 Wings = \$24,456,179

The detailed cost breakdown shall be submitted on the accompanying Bid Form.

M.3.2 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.3.3 EVALUATION CRITERIA

The total sum of the maximum points for Technical Criteria and Price Criterion must not exceed 100 points.

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

M.3.4 TECHNICAL CRITERIA (80 Points Maximum)

M.3.5 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:

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

M.3.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.7 TOTAL POINTS (100 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 Intentionally left blank.

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.
- 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 (LME) 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.