



# PROPOSAL DOCUMENT

## REQUEST FOR PROPOSAL NO. GF-2017-R-0061

**AGENCY:** University of the District of Columbia

**PROJECT:** Additional Hoop House Purchase for CAUSES  
University of the District of Columbia

**LOCATION:** 4200 Connecticut Avenue, NW  
Washington, DC 20008

**To access our website, please go to:**

- [www.udc.edu](http://www.udc.edu)
- Select About UDC
- Select Administration
- Under Real Estate/Facilities Public Safety, select Business Opportunities/Capital Procurement

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Hoophouse Construction and Land-grant Workshop		Page of Pages 1                      55	
		2. Contract Number	3. Solicitation Number  GF-2017-R-0061	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued  June 12, 2017
7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008			8. Address Offer to: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 4200 Connecticut Avenue, NW Bldg. 39, Room 200-C, Washington, DC 20008 until 2:00 P.M. local time June 26, 2017 (Hour) 16/13

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Anthony Berry	B. Telephone			C. E-mail Address anthony.berry@udc.edu
		(Area Code) 202	(Number) 274-6914	(Ext)	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	2	X	I	Contract Clauses	23
X	B	Supplies or Services and Price/Cost	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5	X	J	List of Attachments	31
x	D	Packaging and Marking	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	10	X	K	Representations, certifications and other statements of offerors	32
X	F	Deliveries or Performance	11				
X	G	Contract Administration Data	12	X	L	Instructions, conditions & notices to offerors	42
X	H	Special Contract Requirements	16	X	M	Evaluation factors for award	51

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment  10 Calendar days %     20 Calendar days %     30 Calendar days %     Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number)    (Ext)		

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

University of the District of Columbia

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**This is an expedited procurement.** The Capital Procurement Division (CPD), on behalf of the University of the District of Columbia Government (University), is seeking a contractor to provide services related to hoophouse construction and preparation for hydroponics systems at new food hub locations, community sites as well as UDC research farm.

Strategic communications firm with expertise in rebranding, strategic communication and marketing, government relations and image building to assist in developing messaging and managing a process whereby constituents are engaged, the community is informed, and the University's reputation is preserved. The contractor shall make recommendations to the University on marketing strategies, and media buys to better communicate a "new" vision of the University to its many constituencies.

The University intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the RFP will be most advantageous to the University.

**B.2 TYPE OF CONTRACT**

This is a firm fixed price contract.

**B.3 DESIGNATION AS AN OPEN MARKET PROCUREMENT WITH 35% SUBCONTRACTING SET-ASIDE**

This Request for Proposal (RFP) is designated as an **Open Market Procurement with 35% Subcontracting Set-Aside** for small business enterprises (CBE) only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, as amended.

**B.4 The Contractor must bid lump sum firm fixed price for the following Contract Line Item Number (CLIN) as described below.**

CLIN	Description	QTY	Price
0001	C.3.A (1): Maya Angelou Public Charter High School-5600 East Capitol Street NE (Tennis Court)	1	\$
0002	C.3.A (2): Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD 20705 (agricultural)	1	\$
0003	C.3.A (3): Union Temple Baptist Church-1225 W St SE, Washington, DC 20020	1	\$
		<b>Total Price:</b>	\$

**TOTAL LUMP SUM PRICE IN WORDS**

---

## PART I

### SECTION C: SCOPE OF WORK

#### **C.1 BACKGROUND**

The University of the District of Columbia (UDC), College of Agriculture, Urban Sustainability and Environmental Sciences (CAUSES) is the land-grant body of UDC. The core mission of CAUSES is to provide research-based academic and community outreach programs that improve the quality of life and economic opportunity of people and communities in the District of Columbia, the nation, and the world. Since 2016, CAUSES started Its Food Hub projects across the District. The core elements of the UDC Food Hub projects are aquaponics and Hydroponics systems that enable us to provide intensive food production training to the community. These systems can produce fish and vegetable with very limited resources. The Food Hub Project is linked to many community trainings including food production, food distribution, food preparation and water and waste recovery, which improve community health, provide employment opportunities and enhance social justice. The below scope of work is to help in constructing hoophouses for new hydroponics systems as well as providing electrical connections for the system and hoophouse.

#### **C.2 SCOPE OF WORK**

**This is an expedited procurement.** The Capital Procurement Division (CPD), on behalf of the University of the District of Columbia Government (University), is seeking a contractor to provide hoophouse installations including labor and materials, turnkey internal electrical connections and heating, as well as provide an educational land-grant workshop. For all sites the site owner will provide an electrical panel and service unless noted below. The contractor is responsible for all labor and materials to ensure the hydroponics system is operating with proper fans and heaters as specified in “tasks”. All hoophouses and corresponding turn-key services shall match and be consistent with the PR Harris and Bertie Backus food hubs. This shall include identical hoophouse structure, layout, lights, outlets, and hoophouse structure. However the hoophouse length will be 64’.

The contractor shall provide materials and labor for the construction of (three) 3 hoophouses and their “turnkey connections” for installation of UDC hydroponics system including heaters, fans, lights and electrical connections to UDC operating skid which is provided by other. Additionally, the contractor shall provide ‘turn-key connections’ for (1) one separate hydroponics hoophouse structure provided by other.

The contractor shall be responsible for the following:

- 1) Support and installation of hydroponics food hub locations at various community sites within the District and UDC research farm ‘Firebird Farm’ in Beltsville Maryland. The objective is to provide hoophouses and internal electrical connections to service the hydroponics system. Hydroponics is the process of growing plants using a nutrient rich solution. The hoophouse must maintain a temperature of 65’ degrees minimum and 80 degrees maximum. Electrical panel and electrical feeds will be provided by site owners unless otherwise noted.

2) Place of performance:

Location of work is applicable to the following locations. If for any reason, UDC CAUSES reserves the right to transfer the location of the hoophouse(s) to Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD 20705. The sites ground cover is provided in commas after the address. The Contractor shall be responsible for obtaining any and all permits necessary in performance of the contract.

1. Maya Angelou Public Charter High School-5600 East Capitol Street NE (Tennis Court)
2. Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD 20705 (Agricultural)
3. Union Temple Baptist Church- 1225 W St SE, Washington, DC 20020 (Turf-Lawn)

### C.3 REQUIREMENTS

The Contractor shall provide hoophouse installations including labor and materials, turnkey internal electrical connections and heating, as well as provide an educational land-grant workshop. The contractor is responsible for labor and materials to ensure the hydroponics system is operating with proper fans and heaters as specified in “tasks”.

#### Tasks:

- A. The Contractor shall be responsible for providing the following tasks at the perspective sites; please note the work is divided to 3 tasks:

- 1) Maya Angelou Public Charter High School-5600 East Capitol Street NE (Tennis Court).

Provide electrical ‘turn-key’ services including greenhouse heaters, lights, materials, exhaust, outlets and fans. Final product shall be consistent with C.3.A (2) and C.3.A (3).

The site owner shall provide water, consisting of frost proof yard hydrant, and electrical and hook-ups. The Contractor shall provide electrical ‘turn-key’ services including greenhouse heaters, lights, materials, exhaust, outlets and fans. Final product shall be consistent with C.3.A (2) and C.3.A (3).

As a visual reference of what we expect regarding this project, please see the hoop houses structures, located at the followings: In addition, a site visit shall be

PR Harris: 4600 Livingston Road, SE Washington, DC 20032

Bertie Backus: 5171 South Dakota Avenue, NE Washington, DC 20017 Backus Campus

The Contractor shall be responsible for the following:

- Internal Electrical ‘turn-key’ operations
  - i. Lights
  - ii. Heaters, Fans, Exhaust
  - iii. Outlets
  - iv. Connection to skid

2) Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD 20705 (agricultural)

Provide the design, materials, and installation including all utilities, heaters and fans for (3) hoophouse tunnels at the “Firebird Farm” approximately 30 feet by 64 feet. The hoophouses shall be 6’ sidewalls uniform to other UDC Food Hub locations with suitable bracing and blowers for snow load. Hoop houses shall be exact specifications as the PR Harris and Bertie Backus locations previously mentioned, however, we would like the structures to be 64-foot in length. Hoop house structure materials, design, lights, heaters, and fans shall all be consistent with PR Harris and Bertie Backus food hub. Electrical and water feed shall be provided by contractor. This shall consist of frost proof yard hydrant and dedicated electrical panel.

**See Attachment A.**

- (3) Hoophouse (30’ x 64’)
  - (3) Utility Access (water and electrical) to 3 hoophouses
  - Internal Electrical ‘turn-key’ operations for 3 hoophouses
- i. Lights
  - ii. Heaters, Fans, Exhaust
  - iii. Outlets
  - iv. Connection to skid
- Educational Landgrant workshop (15 hours min.)
    - Note (3) hoophouse at Firebird Farm shall have a gravel turf lawn requirement. Detailed scope is provided below. Note all (3) hoophouse contractors will provide water and electrical utility feed. Frost proof yard hydrants must be provided for each hoophouse. Yard hydrant shall be located in corner opposite of electrical panel. Both shall be respectively be sized to support aquaponics or hydroponics systems.

3) Union Temple Baptist Church- 1225 W St SE, Washington, DC 20020

Provide the design, materials, and installation including all utilities, heaters and fans for (1) hoophouse tunnels at the “Union Temple” approximately 30 feet by 64 feet. The hoophouses shall be 6’ sidewalls uniform to other UDC Food Hub locations with suitable bracing and blowers for snow load. Hoop houses shall be exact specifications as the PR Harris and Bertie Backus locations previously mentioned, however, we would like the structures to be 64-foot in length. Hoop house structure materials, design, lights, heaters, and fans shall all be consistent with PR Harris and Bertie Backus food hub.

The site owner shall provide water, consisting of frost proof yard hydrant, and electrical and hook-ups. The Contractor shall provide electrical ‘turn-key’ services including greenhouse heaters, lights, materials, exhaust, outlets and fans. Final product shall be consistent with C.3.A (2) and C.3.A (3).

As a reference please see the hoop houses structures, located at the followings:

PR Harris: 4600 Livingston Road, SE Washington, DC 20032  
Bertie Backus, 5171 South Dakota Avenue, NE Washington, DC 20017 Backus Campus

**See Attachment A.**

Provide:

- Internal Electrical ‘turn-key’ operations
  - i. Lights
  - ii. Heaters, Fans, Exhaust
  - iii. Outlets
  - iv. Connection to skid
- Note hoophouse is provided by other.

**PART I**

**SECTION D: PACKAGING AND MARKING**

Not applicable for this procurement

**PART I**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION:**

**E.1.1** The CO or her authorized representative will conduct all reviews and for this contract.

**E.1.2** Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

**E.1.3** The District requires that the Contractor shall implement the project in a timely manner in compliance with the terms and condition of the contract.

**E.1.4** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated July 2010 and the Quality Assurance Plan and Quality Control Plan of the Contractor approved by the District.

**PART I**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award through September 30, 2017.

**F.2 TYPE OF CONTRACT**

This is a firm fixed price contract.

**F.3 DELIVERABLES**

The following list of reports, but not limited to, shall be delivered to the Contract Administrator as outlined below:

<b>No.</b>	<b>Title and Corresponding Task / Activity Listed Above</b>	<b>Days from Date of Award</b>
1	C.3.A (1): Maya Angelou Public Charter High School-5600 East Capitol Street NE (Tennis Court)	45
2	C.3.A (3): Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD 20705 (agricultural)	110
3	C.3.A (4): Union Temple Baptist Church- 1225 W St SE, Washington, DC 20020	75

**PART I**

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

**G.1.2** The University will pay the Contractor on or before the 30<sup>th</sup> 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 Office of the Chief Financial Officer (OCFO) with concurrent copies to the Contract Administrator (CA). The address of OCFO is:

Office of the Chief Financial Officer  
4200 Connecticut Avenue, NW  
Building 38, Room C01  
Washington, DC 20008

**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 (Contractors shall 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 person preparing the invoice;

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

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (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** No final payment shall be made to the Contractor until the OCFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000.00 or 50% of the total contract price.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 8 DCMR 3250, 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.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

## **G.6.2 Payments to Subcontractors**

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

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

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

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

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

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

## **G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

Mary Ann Harris  
Director of Contracting and Procurement/  
Chief Contracting Officer Capital Procurement Division  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5246  
[mharris@udc.edu](mailto:mharris@udc.edu)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 05, date of last revision: 03/17/2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
  - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of job openings listed with DOES;
  - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - (a) Name;
    - (b) Social security number;
    - (c) Job title;
    - (d) Hire date;
    - (e) Residence; and
    - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
  - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources;
    - (c) Advertisement of job openings listed with DOES and other referral sources; and
    - (d) Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Contractor’s final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
  - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are

defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

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

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

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

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

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

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

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

- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

### **H.9.3 Subcontracting Plan Compliance Reporting**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 ADVISORY AND ASSISTANCE SERVICES**

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

**H.11 LIVING WAGE ACT OF 2006:**

The Living Wage Act of 2006 is Title I of the "Way to Work Amendment Act of 2006", DC Law 16-118, and effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. (Attachment J.1)

### **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**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data

processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

### **RESTRICTED RIGHTS LEGEND**

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

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another 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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the University of the District of Columbia as additional insured.
5. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per Occurrence; \$1,000,000 per aggregate. This coverage shall be endorsed to name the University of the District of Columbia as joint-loss payee, as their interests may appear.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed,

anceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

Mary Ann Harris  
Director of Contracting and Procurement/  
Chief Contracting Officer Capital Procurement Division  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5246  
[mharris@udc.edu](mailto:mharris@udc.edu)

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the 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 this contract.

**The Certificate of Insurance must contain language that includes:**

- 1) University of the District of Columbia, Capital Procurement Division for the Strategic Marketing Plan for the University of the District of Columbia
- 2) Additional insured endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
- 3) Primary and Noncontributory Coverage –
  - a) A Contractor’s insurance policy shall be primary and noncontributory; and
  - b) No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted”
- 4) Waiver of Subrogation Endorsement
  - a) the policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers’ Compensation and Professional Liability.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this 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:

- A) An applicable Court Order, if any
- B) Contract document
- C) Standard Contract Provisions
- D) Contract attachments other than the Standard Contract Provisions
- E) RFP, as amended
- F) BAFOs (in order of most recent to earliest)
- G) Contractor's Proposal

## **I.11 GOVERNING LAW**

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

## **I.12 AUDITS, RECORDS, AND RECORD RETENTION:**

- I.12.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.12.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- I.12.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.12.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.12.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.12.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**I.12.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010)
<b>J.2</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 05, date of last revision: 03/17/2017)
<b>J.3</b>	Way to Work Amendment Act of 2006 – Living Wage Notice and Living Wage Fact Sheet
<b>J.4</b>	Equal Employment Opportunity (EEO) Compliance Documents available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , select “About UDC”, click “Administration”, under “Real Estate/Facilities Public Safety”, select “Business Opportunities/Capital Procurement”
<b>J.5</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , select “About UDC”, click “Administration”, under “Real Estate/Facilities Public Safety”, select “Business Opportunities/Capital Procurement”
<b>J.6</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , select “About UDC”, click “Administration”, under “Real Estate/Facilities Public Safety”, select “Business Opportunities/Capital Procurement”

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

- K.1** Type of Business Organization
- K.2** Certification as to Compliance with Equal Opportunity Obligations
- K.3** Buy American Certification (**not applicable for this procurement**)
- K.4** District Employees Not to Benefit Certification
- K.5** Certification of Independent Price Determination
- K.6** Certification of Eligibility
- K.7** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.8** Payment to Subcontractor and Suppliers Certificate
- K.9** Employment Agreement
- K.10** Subcontracting Plan

**NOTE:** All of documents above, must be filled out completely, signed and submitted along with your proposal.

**K.1**  
**TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

- (a) It operates as:  
a corporation incorporated under the laws of the state of: \_\_\_\_\_  
an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture.
- (b) If the Offeror is a foreign entity, it operates as:  
an individual,  
a joint venture, or  
a corporation registered for business in \_\_\_\_\_  
(Country)

**K.2**  
**CERTIFICATION AS TO COMPLIANCE WITH**  
**EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.3**  
**BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4**

**DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**K.5**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
    - (i) those prices,
    - (ii) the intention to submit a contract, or
    - (iii) the methods or factors used to calculate the prices in the contract.
  - 2) The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the Offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Offeror's organization);***
- As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.6**  
**CERTIFICATION OF ELIGIBILITY**

The Offeror's signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the Offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

---

---

---

---

**K.7**  
**CERTIFICATION REGARDING DEBARMENT**  
**SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTION**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Offeror)  
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the  
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal  
investigator, project director, manager, auditor, or any position involving the administration of federal  
funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility  
under any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal,  
University or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent  
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability  
of Proposal. For any exception noted, indicate below to whom it applies, initiating agency, and dates of  
action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor	President or Authorized Official
Date	Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986  
(Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.8**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

Mary Ann Harris  
Director of Contracting and Procurement/  
Chief Contracting Officer Capital Procurement Division  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5246  
[mharris@udc.edu](mailto:mharris@udc.edu)

I hereby certify:

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

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.9**  
**EMPLOYMENT AGREEMENT**

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 in each project's labor force:

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

The Contractor shall negotiate an Employment Agreement with the 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**K-10**  
**SUBCONTRACTING PLAN**

Page 1 of 2

**PRIME CONTRACTOR INFORMATION:**

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-around; font-size: small;"> <span>LSDBE Subcontract Value</span> <span>Percentage Set Aside</span> </div>

**CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <div style="text-align: center; font-size: small;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></div> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)	Point of Contact: _____ <div style="text-align: right; font-size: small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____
--	--

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

**CERTIFICATIONS**

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

**PERSON PREPARING THE SUBCONTRACTING PLAN:**

Name: _____ <div style="text-align: right; font-size: small;">(Print)</div> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 100px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 100px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 100px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 100px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable	<input type="checkbox"/> Not Acceptable	Contract Number: _____
Name of CO	Signature	Date

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 METHOD OF AWARD**

**L.1.1** The University reserves the right to accept/reject any/all offerors resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the University.

**L.1.2** The University intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the RFP will be most advantageous to the University.

**L.2 PREPARATION AND SUBMISSION OF PROPOSALS**

**L.2.1** One original and three (3) copies of the written proposals shall be submitted in two separate parts, titled “Technical Proposal” and “Financial Proposal”. Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper. Telephonic, telegraphic and facsimile proposals will not be accepted. All items accepted by the University, all pages of the Request for Proposal (RFP), all attachments and all documents containing the offeror’s offer shall constitute the formal contract. **Each proposal shall be submitted in a sealed envelope conspicuously marked: “Proposal in Response to Solicitation No. GF-2017-R-0061”.**

**L.2.1.1 Technical Proposal**

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 the solicitation. The offeror shall respond to each factor and subfactors listed in Section L.19 in a manner that will allow the University to evaluate the offeror’s response.

**L.2.1.2 Financial Proposal**

- 1) Completed Section B.4 – Price Schedule;
- 2) Completed Attachments J.4, J.5 and J.6;
- 3) Completed Section K – Representations, Certifications and other Statements of Offerors;  
and
- 4) Signed Amendments, if any.

**L.2.2** The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror.

**L.3 FAMILIARIZATION WITH CONDITIONS**

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

#### **L. 4 PROPOSAL SUBMISSION DATE AND TIME**

**Proposal must be submitted no later than 2:00 pm local time on June 26, 2017, as specified in Page #2, Section 9.**

#### **L.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

A offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

#### **L.6 LATE PROPOSAL, LATE MODIFICATIONS, AND LATE REQUEST FOR WITHDRAWALS**

**L.6.1** A late proposal, late modification or a late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.6.2 Postmarks**

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

#### **L.6.3 Late Submissions**

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

#### **L.6.4 Late Modifications**

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

#### **L.6.5 Late Proposals**

A late proposal, late modification or late 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.7 HAND DELIVERY OR MAILING OF PROPOSALS**

Offerors must deliver or mail their proposals to the address in Section A.8 of the cover page.

All contractual correspondence must be directed to:

**Anthony Berry**  
**Contract Specialist**  
**Capital Procurement Division**  
**4200 Connecticut Avenue, NW, Suite 200- C**  
**Washington, DC 20008**  
[anthony.berry@udc.edu](mailto:anthony.berry@udc.edu)  
**(202) 274-6914**

**L.8 ERRORS IN PROPOSALS**

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

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the Contract Specialist. The prospective offeror shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than five (5) days before the date set for submission of proposals. The University will furnish responses promptly to all prospective proposals. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective proposals. Oral explanations or instructions given before the award of the contract will not be binding.

**L.10 PROPOSAL PROTESTS**

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will 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 CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the Contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The Contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, NW, Suite 430, Washington, DC 20004.

**L.11 SIGNING OF PROPOSALS**

**L.11.1** The offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11.2** All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The University must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its proposal.

**L.13 Intentionally left blank**

**L.14 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.14.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the 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 offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.15 Intentionally left blank**

**L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which

may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

**L.17.1** To be determined responsible, a Contractor must, to the satisfaction of the CO:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them;
- (b) Be able to comply with the required delivery or performance schedule;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and ethics;
- (e) Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
- (f) Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.

**L.17.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.

## **L.18 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 2:00 pm (EST) on Thursday, June 15, 2017, 4200 Connecticut Avenue, NW, Bldg. 39, Room 200-C, Washington, DC 20008. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the University to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete 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 more than five (5) calendar days prior to proposal submission due date in order to generate an official answer. Official answers will be posted on the UDC website at [www.udc.edu](http://www.udc.edu).

### **L.18.1 SITE VISIT**

A site visit shall be held at 2:00 pm (EST) on Friday, June 16, 2017, 4200 Connecticut Avenue, NW, Bldg. 39, Room 200-C, Washington, DC 20008.

## **L.19 PROPOSAL VOLUME CONTENTS:**

**L.19.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION.** The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an Offeror's proposal incomplete and unacceptable for award. In order for the University to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors shall 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. Technical Proposals shall not include price or pricing information.

**L.19.1.1 PERFORMANCE STRATEGY**

Describe the services that the company will provide that directly address the requirements listed in Section C.

- a) Demonstrate creativity through work samples from previous hoop house constructions

**L.19.1.2 HISTORY, EXPERIENCE AND DESCRIPTION OF THE COMPANY**

Provide the company's history servicing other public entities in particular land grant universities and community colleges of the same or similar size to UDC. Describe your company's experience related to the services to be provided in response to this RFP and the overall nature and extent of your company's expertise.

- a) Legal structure and organization chart of the Company
- b) Number of years of experience, and expertise in the field
- c) Experience with higher education clients

**L.19.1.3 PAST PERFORMANCE**

Provide three similar projects in the last three years to demonstrate successful experience in hoop house constructions. The offeror should provide the dollar value for each project submitted and identify if the project was delivered on time and on budget. Offeror shall submit one reference for each project. Such information shall include: Organization, point(s) of contact for the organization, contact's telephone and fax numbers. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

**L.19.1.4 RESUMES OF KEY PERSONNEL**

Provide the names and resumes of consultants who will be assigned to this project, the relative time commitment of different team members, availability matrix and the role each will assume. Professional certification should be included as appropriate.

- a) Senior management position and profile

**L.20 VOLUME 2, PRICE INFORMATION**

- L.20.1** Provide completed pricing sheet (s) from Section-B of this RFP; attachments to the pricing sheets from the Offeror which detail pricing/information may be included as supporting document.
  
- L.20.2** Amendments, if any, attachments J.4, J.5 and J.6 of this solicitation, and Representations and Certifications - Section K with all entries completed. All copies must contain original signatures (dark blue ink) on all documents signed. Be sure that all information is correct and accurate.

## SECTION M - EVALUATION PREFERENCE POINTS

### M.1 EVALUATION FOR AWARD

**M.1.1** The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon the evaluation criteria specified below. Thus, while the 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.1.2** The University may conduct oral presentations of three (3) short listed Consultants to make presentations to the Evaluation Committee prior to making an award. Since this is an expedited procurement, the consultant will receive a 24 hour notice and will be required to present project ideas and clarification of its proposal to the Evaluation Committee.

### M.2 EVALUATION COMMITTEE

**M.2.1** The University will appoint an Evaluation Committee who will conduct the evaluation of the Offeror's initial submissions and any subsequent best and final offers in accordance with the provisions of this **Section M** and the University's Procurement Regulations.

**M.2.2** The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

### M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical and price evaluation factors listed in descending order of importance.

#### M.3.1 Technical Capability Information Evaluation 80 POINTS

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offeror's ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively manage general construction projects, provided in response to the submission requirements specified in Section L.19.

##### M.3.1.1 Factor 1 - Relevant Experience and Past Performance (35 points)

The University desires to engage a hoophouse/greenhouse Contractor with the experience necessary to perform the scope of work set forth in this RFP. The Evaluation Panel will consider the demonstrated 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** Submit up to five (5) similar hoophouse projects completed in the last five years (15 points)

- Sub-factor 2** Hoophouse projects completed for an Educational Institution and/or other non-profits **(10 points)**
- Sub-factor 3** Past Performance Evaluations/Reference/portfolio for each of the submitted projects **(10 points)**

**M.3.1.2 Factor 2 • Project Delivery Schedule & Availability Matrix (20 points)**

Each Offeror should prepare a project delivery schedule that shows how the Offeror intends to complete all tasks required for substantial completion/occupancy within the stated timeframe. The schedule should demonstrate that the Offeror understands the scope by identifying project phases, sequential tasks and necessary milestones. The schedule should be comprehensive, reasonable and show sufficient level of detail to demonstrate that the offeror is familiar with the key issues related the project. Each Offeror shall submit an availability matrix for key personnel required to complete the project in the stated time frame. This element of the evaluation is worth twenty **(20) points**.

- Sub-factor 1** Comprehensiveness and Practicality of Schedule/Milestones to Achieve Delivery Timeframe **(10 points)**
- Sub-factor 2** Project Understanding & Construction Task Identification & Description **(5 points)**
- Sub-factor 3** Contractor Availability Matrix **(5 points)**

**M.3.1.3 Factor 3-Competency of the Contractors Urban food hub model and their efficacy to engage community in land-grant workshop (25 points).**

The College of Agriculture and Urban Sustainability and Environmental Sciences (CAUSES) is seeking a hoophouse contractor with competency managing urban food hubs and in delivering relevant certificate workshops in accordance with the land grant workshop requirements. This element of the evaluation is worth twenty **(25) points**.

- Sub-factor 1** Past experience teaching land grant certificate classes for other universities and non-profits of similar prestige. **(10 Points)**
- Sub-factor 2** Contractor's ability to demonstrate the comprehensiveness of UDC's urban food hub model. **(10 points)**
- Sub-factor 3** Past experience engaging with underserved communities in Washington DC. **(5 points)**

**M.3.2 Factor 4:– Price Proposal Evaluation**

**20 POINTS**

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

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

**M.3.3 Preference Points 12 POINTS**

Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone in accordance with Section M.4. The maximum preference points a Contractor can receive is 12. The preference points will be added to the Contractor evaluation score.

**M.3.4 Total Points**

The total points awarded under the solicitation are 112.

**M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.4.1 Application of Preferences**

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

**M.4.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.4.1.2** 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 for proposals submitted by the ROB in response to this RFP.

**M.4.1.3** 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 for proposals submitted by the LRB in response to this RFP.

- M.4.1.4** 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 for proposals submitted by the LBE in response to this RFP.
- M.4.1.5** 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 for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** 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 for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** 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 for proposals submitted by the VOB in response to this RFP.
- M.4.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

#### **M.4.2 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 on a 100-point scale 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.4.3 Preferences For Certified Joint Ventures**

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

#### **M.4.4 Verification Of Offeror's Certification As A Certified Business Enterprise**

- M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.4.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.4.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.